

BLANK ROME LLP
Attorneys for Plaintiff
LeRoy Lambert (LL 3519)
The Chrysler Building
405 Lexington Avenue
New York, NY 10174-0208
(212) 885-5000

Judge Berman

09 CIV 5280

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

OLDENDORFF CARRIERS GmbH & CO.
KG,

Plaintiff,

-against-

BARNA CONSHIPPING, S.L.,

Defendant.

09 Civ.



VERIFIED COMPLAINT

Plaintiff, OLDENDORFF CARRIERS GmbH & CO KG ("Plaintiff"), by its attorneys Blank Rome LLP, complaining of the above-named Defendant, BARNA CONSHIPPING, S.L. ("Defendant"), alleges upon information and belief as follows:

1. This is a case of admiralty and maritime jurisdiction, as hereinafter more fully appears, and is an admiralty or maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure. The Court has admiralty jurisdiction under 28 U.S.C. §1333.
2. At all material times, Plaintiff was and now is a German company with a principal place of business at Willy Brandt Allee 6, 23554 Lübeck, Germany.
3. At all material times, Defendant was and is a foreign corporation or other business entity organized under the laws of Spain or another foreign nation with its offices at Poligono

Industrial San Vicente, s/n, 08755 Castellbisal, Barcelona, Spain and no place of business in the United States.

4. By a charter party dated on or about October 22, 2008 (“the Charter”), Plaintiff chartered the M/V SATURNAS (“the Vessel”) to Defendant to carry a cargo of steel beams (“Cargo”) from Barcelona, Spain to a) Norfolk, Virginia, b) Mobile, Alabama, c) Houston, Texas, and d) Altamira, Mexico. The Charter is memorialized in the “recap” annexed as Exhibit A.

5. Pursuant to the Charter, Defendant arranged and paid for the loading of the steel beams at Barcelona, Spain.

6. Pursuant to the Charter, Defendant was allowed an agreed number of “free days” to load the Cargo at Barcelona and was obliged to pay \$15,000 per day or pro rata for any day used in excess of those “free days.”

7. With respect to the discharge ports, the charter provided that the Cargo was to be discharged with “customary quick dispatch.”

8. During the loading, disputes arose between and among Defendant, the buyer of the Cargo in the United States, Commercial Metals Trading Company d/b/a CMC Dallas Trading (“CMC”), and Defendant’s affiliate, the manufacturer and seller of the Cargo, Compania Espanola de Laminacion, S.L. (“Celsa”).

9. These disputes concerned, inter alia, the condition of the Cargo and the manner by which Defendant and its agents loaded the Cargo onto the Vessel.

10. The bills of lading for the Cargo are annexed as Exhibit B.

11. The Vessel proceeded to the first discharge port at Norfolk, Virginia, and arrived off Norfolk on November 18, 2008.

12. In breach of the Charter, Defendant failed, and/or was unable, to make timely arrangements for the discharge of the Cargo at Norfolk due, in whole or in part, to the disputes between and among it, CMC, and Celsa.

13. As a result of Defendant's breach of the Charter at Norfolk, the Vessel was detained 49.9104 days at Norfolk longer than it would have been but for Defendant's breach.

14. Accordingly, Defendant owes Plaintiff "damages for detention" for these 49.9104 days at Norfolk. The parties agreed in the Charter that the daily value of the Vessel at the loadport was \$15,000 per day or pro rata. At \$15,000 per day, Plaintiff's "damages for detection" at Norfolk total of \$749,281.25, none of which has been paid, although duly demanded.

15. A copy of Plaintiff's invoice for this \$749,281.25 is annexed as Exhibit C.

16. Following completion of discharge of the Cargo at Norfolk, the Vessel proceeded to the second discharge port of Mobile, Alabama, and arrived off Mobile on or about January 15, 2009.

17. In breach of the Charter, Defendant failed, and/or was unable, to make timely arrangements for the discharge of the Cargo at Mobile due, in whole or in part, to the disputes between and among it, CMC, and Celsa.

18. As a result of Defendant's breach of the Charter at Mobile, the Vessel was detained 4.5542 days at Mobile longer than it would have been but for Defendant's breach.

19. Accordingly, Defendant owes Plaintiff "damages for detention" for these 4.5542 days at Mobile at a rate of \$15,000 per day, for a total of \$68,312.50, none of which has been paid, although duly demanded.

20. A copy of Plaintiff's invoice for this \$68,312.50 is annexed as Exhibit D.

21. Following completion of discharge of the Cargo at Mobile, the Vessel proceeded to the third discharge port of Houston, Texas, and arrived off Houston on January 23, 2009.

22. In breach of the Charter, Defendant failed, and/or was unable, to make timely arrangements for the discharge of the Cargo at Houston due, in whole or in part, to the disputes between and among it, CMC, and Celsa.

23. As a result of Defendant's breach of the Charter at Houston, the Vessel was detained 6.1528 days at Houston longer than it would have been but for Defendant's breach.

24. Accordingly, Defendant owes Plaintiff "damages for detention" for these 7.1528 days at Mobile at a rate of \$15,000 per day, for a total of \$107,291.67, none of which has been paid, although duly demanded.

25. A copy of Plaintiff's invoice for this \$107,291.67 is annexed as Exhibit E.

26. Following completion of discharge of the Cargo at Houston, the Vessel waited at Houston for orders to proceed to the fourth discharge port, Altamira, Mexico. During this wait, the vessel shifted to an unoccupied berth. Plaintiff was charged and has paid \$25,239.72 in "dockage" for the use of this berth, none of which has been paid by Defendant, although duly demanded. Plaintiff would not have incurred this charge but for Defendant's breach of the Charter.

27. A copy of the invoice for the layberth charges is annexed as Exhibit F.

28. Instead of receiving such orders, however, Defendant directed Plaintiff to re-berth the Vessel at a pier in Houston in order discharge the Cargo destined for Altamira at Houston.

29. The Vessel re-berthed at a pier in Houston on or about February 13, 2009, and discharged the balance of the Cargo there.

30. In breach of the Charter, Defendant failed, and/or was unable, to make timely arrangements for the discharge of the Cargo destined for Altamira, due in whole or in part, to the disputes between and among it, CMC, and Celsa.

31. As a result of Defendant's breach of the Charter with respect to the Cargo destined for Altamira, the Vessel was detained a further 8.3299 days at Houston longer than it would have been but for Defendant's breach.

32. Accordingly, Defendant owes Plaintiff "damages for detention" for these additional 8.3299 days at Houston at a rate of \$15,000 per day, for a total of \$124,947.92, none of which has been paid, although duly demanded.

33. A copy of Plaintiff's invoice for this \$124,947.92 is annexed as Exhibit G.

34. During the period the Vessel was in United States waters, Defendant commenced in rem actions against the Cargo in the United States District Courts for the Eastern District of Virginia (08 CV 612) ("Norfolk Action"), the Southern District of Alabama (CV-09-0027-KD-C)("Mobile Action"), and the Southern District of Texas (09-CV-00163).

35. On January 30, 2009, CMC filed an action in the United States District Court for the Southern District of Texas (09-cv-00272) and named as defendants the Vessel, in rem, and S-Bulk KS, Seven Seas Carriers AS, and Plaintiff, in personam. The actions filed by Defendant and CMC in Houston were consolidated (together, the "Houston Action").

36. In the Houston Action, CMC caused the Vessel to be arrested to obtain security for its claims that the Cargo was damaged prior to loading and also during transit.

37. Following an evidentiary hearing and argument, the Court in Houston issued an Order dated February 11, 2009, directing that Head Owners post security in the amount of \$2,500,000 in order for the Vessel to be released from arrest ("February 11 Security Order").

38. A copy of the February 11 Security Order is annexed as Exhibit H.

39. Head Owners provided security in the amount of \$2,500,000, and the Vessel was released.

40. Upon information and belief, Head Owners then made demand upon Grand China to provide security to Head Owners in the amount of \$2,500,000.

41. By letter dated May 7, 2009, Grand China, through its Hong Kong attorneys, made demand on Plaintiff to provide security to Grand China and/or directly to Head Owners in the amount of \$2,500,000.

42. Plaintiff has made demand upon Defendant to provide security to Grand China and/or Head Owners in the amount of \$2,500,000, but Defendant has not provided it, in further breach of the Charter.

43. To protect its interests, Plaintiff incurred legal expenses in the United States and Mexico as a result of Defendant's breach of the Charter, including, but not limited to, fees and disbursements paid to (a) Blank Rome LLP (New York), (b) Vandeventer Black LLP (Norfolk), (c) Johnstone, Adams, Bailey, Gordon & Harris, L.L.C (Mobile), (d) Cohen Gorman & Putnam LLP (Houston), and (e) Garza Tello & Asociados, S.C. (Mexico City).

44. In addition, as a result of Defendant's breach of the Charter, expenses including but not limited to, fees paid to surveyors in excess of what Plaintiff would have paid but for Defendant's breach.

45. The Charter provides for arbitration of disputes in London between Plaintiff and Defendant. Pursuant to 9 U.S.C. § 8, Plaintiff has commenced this action to obtain security for the claims described above and reserves its right to arbitrate all such disputes as well as such additional ones as may arise. In particular, Plaintiff reserves its right to amend this complaint

and to claim in the London arbitration amounts based on claims alleged above but not yet fully quantified and to include such additional claims and damages as it may suffer as a result of Defendant's breach of the Charter. Such claims include, but are not limited to, legal fees and disbursements, additional surveyor and other expenses, the amount of any judgment against it in the Houston Action, and/or the amount of or cost of providing security to Grand China and/or Head Owners.

46. The principal amount of the claims for which Plaintiff presently seeks security in this action is \$1,075,073.06, the sum of the amounts claimed in Exhibits C through G.

47. The claims with respect to the alleged damage to the Cargo will be fact-intensive and expensive to prepare and present to the arbitrators.

48. Maritime Arbitrators in London award interest, legal fees and arbitral costs to a successful party. Plaintiff estimates recoverable interest on the amount of the detention claim will amount to \$154,460.52 at a rate of 4.5%, compounded at quarterly rests for at least 3 years and that recoverable arbitral and legal costs will be incurred in pursuing its claim against Defendant in the sum of at least \$300,000, amounting in all to recoverable interest and expenses of at least \$454,460.52.

49. The total amount of Plaintiff's claims for which Plaintiff requests issuance of Process of Maritime Attachment and Garnishment is **\$1,529,533.58**.

50. Defendant cannot be found within this district within the meaning of Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure, but Defendant is believed to have or will have during the pendency of this action, assets within this district consisting of cash, funds, freight, hire, and/or credits in the hands of garnishees in this District, including but not limited to electronic fund transfers, because

Defendant conducts business internationally in United States Dollars, and all electronic fund transfers are processed by intermediary banks in the United States, primarily in New York.

51. Plaintiff's belief that Defendant's property may be found in this District is based on the facts that Defendant is in the business of chartering oceangoing vessels in international commerce and arranging for their discharge at ports in the United States and elsewhere in the world and that such transactions are generally made in U.S. dollars by wire transfers cleared by intermediary banks in New York such as those named in the proposed order.

52. In particular, in November 2008, Defendant made a freight payment in dollars to Plaintiff under the Charter by wire transfer, as shown on Exhibit I, which was cleared by JPMorganChase in New York.

WHEREFORE, Plaintiff prays:

A. That process in due form of law issue against the Defendants, citing them to appear and answer under oath all and singular the matters alleged in the Complaint;

B. That since the Defendants cannot be found within this District pursuant to Rule B of the Supplemental Rules for Admiralty and Maritime Claims, this Court issue an Order directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, attaching all of Defendants' tangible or intangible property or any other funds held by any garnishee in the district which are due and owing or otherwise the property of to the Defendant up to the amount of **\$1,529,533.58** to secure the Plaintiff's claims, and that all persons claiming any interest in the same be cited to appear and pursuant to Supplemental Admiralty Rule B answer the matters alleged in the Complaint;

C. That since it appears that the U.S. Marshal's Service lacks sufficient staff to effect service of process of Maritime Attachment and Garnishment promptly or economically, and that since appointing a person over 18 years of age and who is not a party to this action will result in substantial economies in time and expense, such a person be appointed pursuant to Fed.R.Civ.P. 4(c) to serve process of Maritime Attachment and Garnishment in this action.

D. That this Court enter judgment for Plaintiff's damages plus interest and costs, or retain jurisdiction over this matter through the entry of a judgment on an arbitration award.

E. That Plaintiff may have such other, further and different relief as may be just and proper.

Dated: New York, NY
June 5, 2009

Respectfully submitted,
BLANK ROME, LLP
Attorneys for Plaintiff

By 
LeRoy Lambert (LL-3519)

The Chrysler Building
405 Lexington Avenue
New York, NY 10174-0208
(212) 885-5000
llambert@blankrome.com

VERIFICATION

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

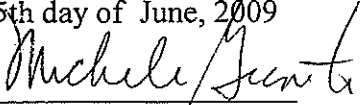
LeRoy Lambert, being duly sworn, deposes and says:

1. I am a member of the bar of this Honorable Court and of the firm of Blank Rome LLP, attorneys for the Plaintiff.
2. I have read the foregoing Complaint and I believe the contents thereof are true.
3. The reason this Verification is made by deponent and not by Plaintiff is that Plaintiff is a foreign corporation, and no officer or director is presently within this jurisdiction.
4. The sources of my information and belief are documents provided to me and statements made to me by representatives of the Plaintiff.



LeRoy Lambert

Sworn to before me this
5th day of June, 2009



Notary Public

MICHELE GRANITO
Notary Public, State of New York
No. 01GR6202734
Qualified in Richmond County
Commission Expires Mar 23, 2013

BLANK ROME LLP
Attorneys for Plaintiff
LeRoy Lambert (LL 3519)
The Chrysler Building
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New York, NY 10174-0208
(212) 885-5000

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

OLDENDORFF CARRIERS GmbH & CO.
KG,

Plaintiff,

-against-

BARNA CONSHIPPING, S.L.,
Defendant.

09 Civ.

**AFFIDAVIT PURSUANT TO
SUPPLEMENTAL RULE B**

STATE OF NEW YORK)
)
COUNTY OF NEW YORK) ss:

LEROY LAMBERT, being duly sworn, deposes and says:

1. I am a member of the Bar of this Honorable Court and a member of the firm of Blank Rome LLP, attorneys for the Plaintiff herein. I am familiar with the circumstances of the Verified Complaint and submit this affidavit in support of Plaintiff's request for the issuance of Process of Maritime Attachment and Garnishment of the property of defendant BARNA CONSHIPPING, S.L. ("Defendant"), a foreign corporation, pursuant to Supplemental Rule B For Certain Admiralty and Maritime Claims of the Federal Rules of the Federal Rules of Civil Procedure.

2. Defendant is a party to the maritime contract of charter party on which this claim is based, and is a foreign corporation or other business entity organized and existing under the


laws of Spain or another foreign jurisdiction.

3. Under my supervision, my office conducted a search of the New York State Secretary of State, Division of Corporations, the Transportation Tickler, telephone assistance, and a general internet search.

4. In our search, we did not find any listing or reference to Defendant in this judicial district or the state of New York. In the circumstances, I believe Defendant cannot be found within this district.

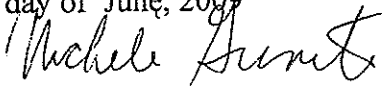
5. We have been advised that the U.S. Marshal's Service lacks sufficient staff to effect service of Process of Maritime Attachment and Garnishment promptly or economically. I respectfully request that the Court appoint Michael Watson, or any other person appointed by Blank Rome LLP who is over 18 years of age and is not a party to this action, to serve Process of Maritime Attachment and Garnishment and supplemental process on the garnishees named in Schedule A to the Order Directing Clerk to Issue Process of Maritime Attachment and Garnishment and Appointing Process Service, or upon any other or additional garnishees as may be named in any supplemental Process of Maritime Attachment and Garnishment.

6. As alleged in paragraphs 50-52 of the Complaint, I believe that Defendant has and will have property in this District, including electronic funds transfers.



LeRoy Lambert

Sworn to before me this
5th day of June, 2009



Notary Public

MICHELE GRANITO
Notary Public, State of New York
No. 01GR6202734
Qualified in Richmond County
Commission Expires Mar 23, 2013

Exhibit A

From: mail@aqua-marine.de [mailto:mail@aqua-marine.de]
Sent: Mittwoch, 22. Oktober 2008 10:40 Document 1 Filed 06/05/2009 Page 14 of 56
To: Ihlenfeld, Bjoern
Subject: saturnus/barna/corected recap showing norfolk, newport.....

Doc-No. 2718197 22/OCT/2008 11:38 (UTC +0200) SJ

corrected recap showing norfolk, newport news marine terminal

+ sven
to EOlueb att björn
to echosvbg att steffen

barna / EO mv "saturnus" - bracelona//3 usa + altamira cp dated 21st october

charts and ows subs are confirmed - cp details are agreed upon - and therefore we are now fully and clean fixed

below pls find final fixture recap:

mv "saturnus" as described in attachment for clarification:

hatch 1: Forward half length 8.8x width 16.0m
aft half length 8.8x width 25.5
ie full length of hatch no.1 is 17.6m

imo nr: 9382724
flag: norwegian

dispows: Messrs oldendorf carriers gmbh & Co KG, luebeck germany dispows p+i club: gard
For

- Account: Barna Conshipping, S.L., Barcelona

- no option partcargo

- Barcelona / norfolk + Mobile + Houston +
Altamira, 1 gsb all ends
(in this rotation)
(Owners to satisfy themselves abt. restrictions at both l/d ports)

disch terminal:

norfolk, newport news marine terminal.

Mobile: Alabama State Docks.

Houston: Greensport terminal.

Altamira: berth No 4

- Abt 17.620 mts steel beams max 60' length, as follows:

Abt 2.420 mts for Norfolk + Abt 2.600 mts for Mobile + Abt 8.970 mts
for Houston + Abt 3.630 mts for Altamira

(pls also see attached preliminary cargo/packinglist)

- Laycan 25th/30th Oct 08 - eta 25/26th oct agw/wp

- Freight : USD 88.- pmt intaken fios dunnaged

Any lashing/securing requested by Master to be for Owners' account - - Freight payable 100 pct less
commission within 3 banking days on

signing bs/l directly into Owners nominated Bankers

- Freight deemed earned on completion of loading, discountless and non

①

- returnable ship and /or cargo lost or not lost
- Load 2000 pwwd satshex eiu
- Discharge CQD
- At load port, Laytime not to count from Friday 17:00 hrs or 17:00 hrs prior a Holiday until Monday 08:00 hrs or 08:00 hrs next working day eiu
- At load port, laytime before commencement of laytime not to count eiu
- Laytime non reversible between load/discharge ports
- NOR to be tendered during laycan only
- At load gcn 2pm/8am clause to apply
- Demurrage at load: USD 15.000.-- pdpr/fd
- Any taxes or/and dues on cargo and/or freight to be for Charterers/Receivers' account.
- Any taxes and/or dues on vessel, including all charges falling under customary port charges, to be for Owners' account.
- Dock dues at disch port, if any, to be for Owners' account
- Chart agent loading
Agents at load: Messrs. NAVIERA BARCELONESA
Tel. +34 932986461
Fax +34 932986463
Mobile + 34 629708014
PIC CARLOS GINER
(carlos.giner@intramediterraneo.es)
- ows agent at dischports - to be advised
- Owners to allow the use of vssl's own cranes to load/discharge the cargo, but chrts/shippers/receivers to arrange at their time, risk and expenses own crane drivers.
- BIMCO ISPS Clause
- Bills of Lading to be marked "Clean on Board" and "Freight prepaid"
- In case Master has any remarks, same to be inserted on the mate's receipt only, and Chrts will release a LOI in Owners P&I wording.
- If required by Charterers, Owners to instruct agents to issue/sign Bills of Lading on Master/Owners behalf: FOR AND ON BEHALF OF THE MASTER ...Mr XXX, M/V '.....'
- Owners to authorize Agents at loadport to release Original Bills of Lading upon receipt of 100pct freight on Owners nominated bank account.
- In case original Bills of Lading not available upon discharging Owners to agree to discharge the cargo without presentation of original Bills of Lading, against Loi in Owners P&I wording, into Agents custody and Charterers/Shippers to provide Original Bills of Lading to Agents as soon as possible.
- During loading, Chrts are allowed to issue Bs/L for cargo actually loaded.
- bsl dated 31st oct 2008 for cargo actually loaded on board by this date.
- Owners to issue a certificate signed by Owners/Agents certifying that the carrying vessel is P&I covered, and ISM and ISPS fitted for the duration of this Charter Party.
- 2,5 pct to barna plus 1,25 Echo plus 1,25 AMC

- other terms/conds as per chrts exec gcn 94 c/p, attached hereto, wfa (apart from mainterms agreed above and obvious and logical alterations:
- cl 20 to be amended along mainterms agreed above
- cl 21 before "expense" insert "risk and"
otherwise amend along mainterms agreed above
- cl 31 delete 2nd line
- cl 34 - instead insert Barna Conshipping,
email: ships@barnasl.com
- cl 42 to read
time lost by reason of all or any of the foll clauses shall not be
computed in the loading time viz: war, rebellion, tumult civil
commotions, political disturbances and riots, whether partial or
general bad weather, intervention of customs and/or constituted
authorities or partial or total stoppage of railways.

End

thnks vm for this fixture and now looking forward to a smooth operation and cooperation

rgds

COPY

1. Shipbroker BAISEA CHARTERING, S. L. <i>San Agustín, 2, 1º dcha.</i> <i>28014 Madrid</i> <i>Spain</i> (216/08)	RECOMMENDED THE BALTIC AND INTERNATIONAL MARITIME COUNCIL UNIFORM GENERAL CHARTER (AS REVISED 1922, 1976 and 1994) (To be used for trades for which no specially approved form is in force) CODE NAME: "GENCON" Part I 2. Place and date <i>Madrid, 20th June, 2008</i>
3. Owners/Place of business (Cl. 1)	4. Charterers/Place of business (Cl. 1) Messrs. BARNA CONSHIPPING, S.L. (Celsa Group) <i>Polligono Industrial San Vicente, s/n</i> <i>08755 Castellbisbal - Barcelona</i> SPAIN
5. Vessel's name (Cl. 1) <i>M/V</i>	6. GT/NT (Cl. 1) <i>See Clause 40</i>
7. DWT all told on summer load line in metric tons (abt.) (Cl. 1) <i>See Clause 40</i>	8. Present position (Cl. 1) BAISEA CHARTERING, S. L. <i>San Agustín, 2, 1º dcha.</i> <i>Trading 28014 MADRID (SPAIN)</i> <i>+34 91 360 19 30</i>
9. Expected ready to load (abt.) (Cl. 1) <i>26th / 27th June, 2008</i>	
10. Loading port or place (Cl. 1) <i>One good safe berth BARCELONA (*)</i>	11. Discharging port or place (Cl. 1) <i>One good safe berth</i>
12. Cargo (also state quantity and margin in Owners' option, if agreed; if full and complete cargo not agreed state "part cargo") (Cl. 1) <i>Minimum 2.000 metric tons up to full and complete cargo of steel rebars, 12 meters length.</i>	
13. Freight rate (also state whether freight prepaid or payable on delivery) (Cl. 4) <i>EL metric ton intaken FIOS</i> <i>Dunnaged, lashing and securing not necessary,</i> <i>if master required same to be for Owners' account.</i>	14. Freight payment (state currency and method of payment; also beneficiary and bank account) (Cl. 4) <i>See Clause 20</i>
15. State if vessel's cargo handling gear shall not be used (Cl. 5)	16. Laytime (if separate laytime for load. and disch. is agreed, fill in a) and b) if total laytime for load. and disch., fill in c) only) (Cl. 6)
17. Shippers/Place of business (Cl. 6)	a) Laytime for loading <i>See Clause 21</i>
18. Agents (loading) (Cl. 6) <i>See Clause 41</i>	b) Laytime for discharging <i>See Clause 21</i>
19. Agents (discharging) (Cl. 6) <i>See Clause 41</i>	c) Total laytime for loading and discharging
20. Demurrage rate and manner payable (loading and discharging) (Cl. 7) <i>EUK per day, pro-rata / Free despatch</i>	21. Cancelling date (Cl. 9) <i>27th June, 2008</i> 22. General Average to be adjusted at (Cl. 12)
23. Freight Tax (state it for the Owners' account) (Cl. 13 (c))	24. Brokerage commission and to whom payable (Cl. 15) <i>2,50% Address Commission +</i> <i>1,25% Brokerage Commission to Bai Sea Chartering</i>
25. Law and Arbitration (state 19 (a), 19 (b) or 19 (c) of Cl. 19; if 19 (c) agreed also state Place of Arbitration) (if not filled in 19 (a) shall apply) (Cl. 19) <i>English Law to apply. Arbitration in London</i> (a) State maximum amount for small claims/shortened arbitration (Cl. 19)	26. Additional clauses covering special provisions, if agreed <i>Additional Clauses from 20 to 47, both inclusive, as attached herewith, are deemed to be fully incorporated to this Charter Party.</i> (*) Owners to satisfy themselves about restrictions at both load/discharge ports.

It is mutually agreed that this Contract shall be performed subject to the conditions contained in this Charter which shall include Part I as well as Part II. In the even of a conflict of conditions, the provisions of Part I shall prevail over those of Part II to the extent of such conflict.

Signature (Owners)	Signature (Charterers)
--------------------	------------------------

(4)

1. It is agreed between the party mentioned in Box 3 as the Owners of the Vessel 1
named in Box 5, of the GT/NT indicated in Box 6 and carrying about the number 2
of metric tons of deadweight capacity all told on summer loadline stated in Box 3
7, now in position as stated in Box 8 and expected ready to load under this 4
Charter Party about the date indicated in Box 9, and the party mentioned as the 5
Charterers in Box 4 that: 6
The said Vessel shall, as soon as her prior commitments have been completed, 7
proceed to the loading port(s) or place(s) stated in Box 10 or so near thereto as 8
she may safely get and lie always afloat, and there load a full and complete 9
cargo (if shipment of deck cargo agreed same to be at the Charterers' risk and 10
responsibility) as stated in Box 12, which the Charterers bind themselves to 11
ship, and being so loaded the Vessel shall proceed to the discharging port(s) or 12
place(s) stated in Box 11 as ordered on signing Bills of Lading, or so near 13
thereto as she may safely get and lie always afloat, and there deliver the cargo. 14
2. Owners' Responsibility Clause 15
The Owners are to be responsible for loss of or damage to the goods or for 16
delay in delivery of the goods only in case the loss, damage or delay has been 17
caused by personal want of due diligence on the part of the Owners or their 18
Manager to make the Vessel in all respects seaworthy and to secure that she is 19
properly manned, equipped and supplied, or by the personal act or default of 20
the Owners or their Manager. 21
And the Owners are not responsible for loss, damage or delay arising from any 22
other cause whatsoever, even from the neglect or default of the Master or crew 23
or some other person employed by the Owners on board or ashore for whose 24
acts they would, but for this Clause, be responsible, or from unseaworthiness of 25
the Vessel on loading or commencement of the voyage or at any time 26
whatsoever. 27
3. Deviation Clause 28
The Vessel has liberty to call at any port or ports in any order, for any purpose, 29
to sail without pilots, to tow and/or assist Vessels in all situations, and also to 30
deviate for the purpose of saving life and/or property. 31
4. Payment of Freight See Clause 20 32
(a) The freight at the rate stated in Box 13 shall be paid in cash calculated on the 33
intaken quantity of cargo. 34
(b) Prepaid. If according to Box 13 freight is to be paid on shipment, it shall be 35
deemed earned and non returnable, Vessel and/or cargo lost or not lost. 36
Neither the Owners nor their agents shall be required to sign or endorse bills of 37
lading showing freight prepaid unless the freight due to the Owners has 38
actually been paid. 39
(c) On delivery. If according to Box 13 freight, or part thereof, is payable at 40
destination it shall not be deemed earned until the cargo is thus delivered. 41
Notwithstanding the provisions under (a), if freight or part thereof is payable on 42
delivery of the cargo the Charterers shall have the option of paying the freight 43
on delivered weight/quantity provided such option is declared before breaking 44
bulk and the weight/quantity can be ascertained by official weighing machine, 45
joint draft survey or tally. 46
Cash for Vessel's ordinary disbursements at the port of loading to be advanced 47
by the Charterers, if required, at highest current rate of exchange, subject to 48
two (2) per cent to cover insurance and other expenses. 49
5. Loading/Discharging 50
(a) Costs/Risks 51
The cargo shall be brought into the holds, loaded, stowed and/or trimmed, 52
tied, lashed and/or secured and taken from the holds and discharged by the 53
Charterers, free of any risk, liability and expense whatsoever to the Owners. 54
The Charterers shall provide and lay all dunnage material as required for the 55
proper stowage and protection of the cargo on board, the Owners allowing the 56
use of all dunnage available on board. The Charterers shall be responsible for 57
and pay the cost of removing their dunnage after discharge of the cargo under 58
this Charter Party and time to count until dunnage has been removed. 59
(b) Cargo Handling Gear 60
Unless the Vessel is gearless or unless it has been agreed between the parties 61
that the Vessel's gear shall not be used and stated as such in Box 15, the 62
Owners shall throughout the duration of loading/discharging give free use of 63
the Vessel's cargo handling gear and of sufficient motive power to operate all 64
such cargo handling gear. All such equipment to be in good working order. 65
Unless caused by negligence of the stevedores, time lost by breakdown of the 66
Vessel's cargo handling gear or motive power - pro rata the total number of 67
cranes/winchmen required at that time for the loading/discharging of cargo 68
under this Charter Party - shall not count as laytime or time on demurrage. 69
On request the Owners shall provide free of charge crane men/winchmen from 70
the crew to operate the Vessel's cargo handling gear, unless local regulations 71
prohibit this, in which latter event shore labourers shall be for the account of the 72
Charterers. Crane men/winchmen shall be under the Charterers' risk and 73
responsibility and as stevedores to be deemed as their servants but shall 74
- always work under the supervision of the Master. 75
(f) Stevedore Damage 76
The Charterers shall be responsible for damage (beyond ordinary wear and 77
tear) to any part of the Vessel caused by Stevedores. Such damage shall be 78
notified as soon as reasonably possible by the Master to the Charterers or their 79
agents and to their Stevedores, failing which the Charterers shall not be held 80
responsible. The Master shall endeavour to obtain the Stevedores' written 81
acknowledgement of liability. 82
The Charterers are obliged to repair any stevedore damage prior to completion 83
of the voyage, but must repair stevedore damage affecting the Vessel's 84
seaworthiness or class before the Vessel sails from the port where such 85
damage was caused or found. All additional expenses incurred shall be for the 86
account of the Charterers and any time lost shall be for the account of and shall 87
be paid to the Owners by the Charterers at the demurrage rate. 88
6. Laytime See Clause 21 89
(a) Separate laytime for loading and discharging 90
The cargo shall be loaded within the number of running days/hours as 91
indicated in Box 16, weather permitting, Sundays and holidays excepted, 92
unless used, in which event time used shall count. 93
The cargo shall be discharged within the number of running days/hours as 94
indicated in Box 16, weather permitting, Sundays and holidays excepted, 95
unless used, in which event time used shall count. 96
(b) Total laytime for loading and discharging 97
The cargo shall be loaded and discharged within the number of total running 98
days/hours as indicated in Box 16, weather permitting, Sundays and holidays 99
excepted, unless used, in which event time used shall count. 100
(c) Commencement of laytime (loading and discharging) 101
Laytime for loading and discharging shall commence at 13.00 hours, if notice of 102
readiness is given up to and including 12.00 hours, and at 06.00 hours next 103
working day if notice given during office hours after 12.00 hours. Notice of 104
readiness at loading port to be given to the Shippers named in Box 17 or if not 105
named, to the Charterers or their agents named in Box 18. Notice of readiness 106
at the discharging port to be given to the Receivers or, if not known, to the 107
Charterers or their agents named in Box 19. 108
If the loading/discharging berth is not available on the Vessel's arrival at or off 109
the port of loading/discharging, the Vessel shall be entitled to give notice of 110
readiness within ordinary office hours on arrival there, whether in free pratique 111
or not, whether customs cleared or not. Laytime or time on demurrage shall 112
then count as if she were in berth and in all respects ready for loading/ 113
discharging provided that the Master warrants that she is in fact ready in all 114
respects. Time used in moving from the place of waiting to the loading/ 115
discharging berth shall not count as laytime. 116
If, after inspection, the Vessel is found not to be ready in all respects to load/ 117
discharge time lost after the discovery thereof until the Vessel is again ready to 118
discharge shall not count as laytime. 119
* Time used before commencement of laytime shall count 120
Indicate alternative (a) or (b) as agreed, in Box 16. 121
7. Demurrage 122
Demurrage at the loading and discharging port is payable by the Charterers at 123
the rate stated in Box 20 in the manner stated in Box 20 per day or pro rata for 124
any part of a day. Demurrage shall fall due day by day and shall be payable 125
upon receipt of the Owners' invoice. 126
In the event the demurrage is not paid in accordance with the above, the 127
Owners shall give the Charterers 96 running hours written notice to rectify the 128
failure. If the demurrage is not paid at the expiration of this time limit and if the 129
vessel is in or at the loading port, the Owners are entitled at any time to 130
terminate the Charter Party and claim damages for any losses caused thereby. 131
8. Lien Clause 132
The Owners shall have a lien on the cargo and on all sub-freights payable in 133
respect of the cargo, for freight, deadfreight, demurrage, claims for damages 134
and for all other amounts due under this Charter Party including costs of 135
recovering same. 136
9. Cancelling Clause 137
(a) Should the Vessel not be ready to load (whether in berth or not) on the 138
cancelling date indicated in Box 21, the Charterers shall have the option of 139
cancelling this Charter Party. 140
(b) Should the Owners anticipate that, despite the exercise of due diligence, 141
the Vessel will not be ready to load by the cancelling date, they shall notify the 142
Charterers thereof without delay stating the expected date of the Vessel's 143
readiness to load and asking whether the Charterers will exercise their option 144
of cancelling the Charter Party, or agree to a new cancelling date. 145
Such option must be declared by the Charterers within 48 running hours after 146
the receipt of the Owners' notice. If the Charterers do not exercise their option 147
of cancelling, then this Charter Party shall be deemed to have been accepted that 148

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the seventh day after the new readiness date stated in the Owners' notification to the Charterers shall be the new cancelling date.

The provisions of sub-clause (b) of this Clause shall operate only once, and in case of the Vessel's further delay, the Charterers shall have the option of cancelling the Charter Party as per sub-clause (a) of this Clause.

10. Bills of Lading

Bills of Lading shall be presented and signed by the Master as per the "Congenbill" Bill of Lading form, Edition 1994, without prejudice to this Charter Party, or by the Owners' agents provided written authority has been given by Owners to the agents, a copy of which is to be furnished to the Charterers. The Charterers shall indemnify the Owners against all consequences or liabilities that may arise from the signing of bills of lading as presented to the extent that the terms or contents of such bills of lading impose or result in the imposition of more onerous liabilities upon the Owners than those assumed by the Owners under this Charter Party.

11. Both-to-Blame Collision Clause

If the Vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, neglect or default of the Master, Mariner, Pilot or the servants of the Owners in the navigation or in the management of the Vessel, the owners of the cargo carried hereunder will indemnify the Owners against all loss or liability to the other or non-carrying vessel or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said cargo, paid or payable by the other or non-carrying vessel or her owners to the owners of said cargo and set-off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying Vessel or the Owners. The foregoing provisions shall also apply where the owners, operators or those in charge of any vessel or vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect of a collision or contact.

12. General Average and New Jason Clause

General Average shall be adjusted in London unless otherwise agreed in Box 22 according to York-Antwerp Rules 1994 and any subsequent modification thereof. Proprietors of cargo to pay the cargo's share in the general expenses even if same have been necessitated through neglect or default of the Owners' servants (see Clause 2).

If General Average is to be adjusted in accordance with the law and practice of the United States of America, the following Clause shall apply: "In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Owners are not responsible, by statute, contract or otherwise, the cargo shippers, consignees or the owners of the cargo shall contribute with the Owners in General Average to the payment of any sacrifices, losses or expenses of a General Average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the cargo. If a salving vessel is owned or operated by the Owners, salvage shall be paid for as fully as if the said salving vessel or vessels belonged to strangers. Such deposit as the Owners, or their agents, may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the cargo shippers, consignees or owners of the goods to the Owners before delivery."

13. Taxes and Dues Clause

(a) On Vessel - The Owners shall pay all dues, charges and taxes customarily levied on the Vessel, howsoever the amount thereof may be assessed.

(b) On cargo - The Charterers shall pay all dues, charges, duties and taxes customarily levied on the cargo, howsoever the amount thereof may be assessed.

(c) On freight - Unless otherwise agreed in Box 23, taxes levied on the freight shall be for the Charterers' account.

14. Agency Charterers

In every case the Owners shall appoint their own Agent both at the port of loading and the port of discharge.

15. Brokerage

A brokerage commission at the rate stated in Box 24 on the freight, dead-freight and demurrage earned is due to the party mentioned in Box 24.

In case of non-execution 1/3 of the brokerage on the estimated amount of freight to be paid by the party responsible for such non-execution to the Brokers as indemnity for the latter's expenses and work. In case of more voyages the amount of indemnity to be agreed.

16. General Strike Clause

(a) If there is a strike or lock-out affecting or preventing the actual loading of the cargo, or any part of it, when the Vessel is ready to proceed from her last port or

at any time during the voyage to the port or ports of loading or after her arrival there, the Master or the Owners may ask the Charterers to declare, that they agree to reckon the laydays as if there were no strike or lock-out. Unless the Charterers have given such declaration in writing (by telegram, if necessary) within 24 hours, the Owners shall have the option of cancelling this Charter Party, if part cargo has already been loaded, the Owners must proceed with same, (freight payable on loaded quantity only) having liberty to complete with other cargo on the way for their own account.

(b) If there is a strike or lock-out affecting or preventing the actual discharging of the cargo on or after the Vessel's arrival at or off port of discharge and same has not been settled within 48 hours, the Charterers shall have the option of keeping the Vessel waiting until such strike or lock-out is at an end against paying half demurrage after expiration of the time provided for discharging until the strike or lock-out terminates and thereafter full demurrage shall be payable until the completion of discharging, or of ordering the Vessel to a safe port where she can safely discharge without risk of being detained by strike or lock-out. Such orders to be given within 48 hours after the Master or the Owners have given notice to the Charterers of the strike or lock-out affecting the discharge. On delivery of the cargo at such port, all conditions of this Charter Party and of the Bill of Lading shall apply and the Vessel shall receive the same freight as if she had discharged at the original port of destination, except that if the distance to the substituted port exceeds 100 nautical miles, the freight on the cargo delivered at the substituted port to be increased in proportion.

(c) Except for the obligations described above, neither the Charterers nor the Owners shall be responsible for the consequences of any strikes or lock-outs preventing or affecting the actual loading or discharging of the cargo.

17. War Risks ("Voywar 1993")

(1) For the purpose of this Clause, the words:

(a) The "Owners" shall include the shipowners, bareboat charterers, disponent owners, managers or other operators who are charged with the management of the Vessel, and the Master; and

(b) "War Risks" shall include any war (whether actual or threatened), act of war, civil war, hostilities, revolution, rebellion, civil commotion, warlike operations, the laying of mines (whether actual or reported), acts of piracy, acts of terrorists, acts of hostility or malicious damage, blockades (whether imposed against all Vessels or imposed selectively against Vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever), by any person, body, terrorist or political group, or the Government of any state whatsoever, which, in the reasonable judgement of the Master and/or the Owners, may be dangerous or are likely to be or to become dangerous to the Vessel, her cargo, crew or other persons on board the Vessel.

(2) If at any time before the Vessel commences loading, it appears that, in the reasonable judgement of the Master and/or the Owners, performance of the Contract of Carriage, or any part of it, may expose, or is likely to expose, the Vessel, her cargo, crew or other persons on board the Vessel to War Risks, the Owners may give notice to the Charterers cancelling this Contract of Carriage, or may refuse to perform such part of it as may expose, or may be likely to expose, the Vessel, her cargo, crew or other persons on board the Vessel to War Risks; provided always that if this Contract of Carriage provides that loading or discharging is to take place within a range of ports, and at the port or ports nominated by the Charterers the Vessel, her cargo, crew, or other persons onboard the Vessel may be exposed, or may be likely to be exposed, to War Risks, the Owners shall first require the Charterers to nominate any other safe port which lies within the range for loading or discharging, and may only cancel this Contract of Carriage if the Charterers shall not have nominated such safe port or ports within 48 hours of receipt of notice of such requirement.

(3) The Owners shall not be required to continue to load cargo for any voyage, or to sign Bills of Lading for any port or place, or to proceed or continue on any voyage, or on any part thereof, or to proceed through any canal or waterway, or to proceed to or remain at any port or place whatsoever, where it appears, either after the loading of the cargo commences, or at any stage of the voyage thereafter before the discharge of the cargo is completed, that, in the reasonable judgement of the Master and/or the Owners, the Vessel, her cargo (or any part thereof), crew or other persons on board the Vessel (or any one or more of them) may be, or are likely to be, exposed to War Risks. If it should so appear, the Owners may by notice request the Charterers to nominate a safe port for the discharge of the cargo or any part thereof, and if within 48 hours of the receipt of such notice, the Charterers shall not have nominated such a port, the Owners may discharge the cargo at any safe port of their choice (including the port of loading) in complete fulfilment of the Contract of Carriage. The Owners shall be entitled to recover from the Charterers the extra expenses of such discharge and, if the discharge takes place at any port other than the loading port, to receive the full freight as though the cargo had been

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carried to the discharging port and if the extra distance exceeds 100 miles, 297
to additional freight which shall be the same percentage of the freight 298
contracted for as the percentage which the extra distance represents to 299
the distance of the normal and customary route, the Owners having a lien 300
on the cargo for such expenses and freight. 301

- (4) If at any stage of the voyage after the loading of the cargo commences, it 302
appears that, in the reasonable judgement of the Master and/or the 303
Owners, the Vessel, her cargo, crew or other persons on board the Vessel 304
may be, or are likely to be, exposed to War Risks on any part of the route 305
(including any canal or waterway) which is normally and customarily used 306
in a voyage of the nature contracted for, and there is another longer route 307
to the discharging port, the Owners shall give notice to the Charterers that 308
this route will be taken. In this event the Owners shall be entitled, if the total 309
extra distance exceeds 100 miles, to additional freight which shall be the 310
same percentage of the freight contracted for as the percentage which the 311
extra distance represents to the distance of the normal and customary 312
route. 313
- (5) The Vessel shall have liberty:- 314
- (a) to comply with all orders, directions, recommendations or advice as to 315
departure, arrival, routes, sailing in convoy, ports of call, stoppages, 316
destinations, discharge of cargo, delivery or in any way whatsoever which 317
are given by the Government of the Nation under whose flag the Vessel 318
sails, or other Government to whose laws the Owners are subject, or any 319
other Government which so requires, or any body or group acting with the 320
power to compel compliance with their orders or directions; 321
 - (b) to comply with the orders, directions or recommendations of any war 322
risks underwriters who have the authority to give the same under the terms 323
of the war risks insurance; 324
 - (c) to comply with the terms of any resolution of the Security Council of the 325
United Nations, any directives of the European Community, the effective 326
orders of any other Supranational body which has the right to issue and 327
give the same, and with national laws aimed at enforcing the same to which 328
the Owners are subject, and to obey the orders and directions of those who 329
are charged with their enforcement; 330
 - (d) to discharge at any other port any cargo or part thereof which may 331
render the Vessel liable to confiscation as a contraband carrier; 332
 - (e) to call at any other port to change the crew or any part thereof or other 333
persons on board the Vessel when there is reason to believe that they may 334
be subject to internment, imprisonment or other sanctions; 335
 - (f) where cargo has not been loaded or has been discharged by the 336
Owners under any provisions of this Clause, to load other cargo for the 337
Owners' own benefit and carry it to any other port or ports whatsoever, 338
whether backwards or forwards or in a contrary direction to the ordinary or 339
customary route. 340
- (6) If in compliance with any of the provisions of sub-clauses (2) to (5) of this 341
Clause anything is done or not done, such shall not be deemed to be a 342
deviation, but shall be considered as due fulfilment of the Contract of 343
Carriage. 344

18. General Ice Clause 345

Port of loading 346

(a) In the event of the loading port being inaccessible by reason of ice when the 347
Vessel is ready to proceed from her last port or at any time during the voyage or 348
on the Vessel's arrival or in case frost sets in after the Vessel's arrival, the 349
Master for fear of being frozen in is at liberty to leave without cargo, and this 350
Charter Party shall be null and void. 351

(b) If during loading the Master, for fear of the Vessel being frozen in, deems it 352
advisable to leave, he has liberty to do so with what cargo he has on board and 353
to proceed to any other port or ports with option of completing cargo for the 354
Owners' benefit for any port or ports including port of discharge. Any part 355
cargo thus loaded under this Charter Party to be forwarded to destination at the 356
Vessel's expense but against payment of freight, provided that no extra 357
expenses be thereby caused to the Charterers, freight being paid on quantity 358
delivered (in proportion if lumpsum), all other conditions as per this Charter 359
Party. 360

(c) In case of more than one loading port, and if one or more of the ports are 361
closed by ice, the Master or the Owners to be at liberty either to load the part 362
cargo at the open port and fill up elsewhere for their own account as under 363
section (b) or to declare the Charter Party null and void unless the Charterers 364
agree to load full cargo at the open port. 365

Port of discharge 366

(a) Should ice prevent the Vessel from reaching port of discharge the 367
Charterers shall have the option of keeping the Vessel waiting until the re- 368
opening of navigation and paying demurrage or of ordering the Vessel to a safe 369
and immediately accessible port where she can safely discharge without risk of 370
detention by ice. Such orders to be given within 48 hours after the Master or the 371
Owners have given notice to the Charterers of the impossibility of reaching port 372

of destination. 373

(b) If during discharging the Master for fear of the Vessel being frozen in deems 374
it advisable to leave, he has liberty to do so with what cargo he has on board and 375
to proceed to the nearest accessible port where she can safely discharge. 376
(c) On delivery of the cargo at such port, all conditions of the Bill of Lading shall 377
apply and the Vessel shall receive the same freight as if she had discharged at 378
the original port of destination, except that if the distance of the substituted port 379
exceeds 100 nautical miles, the freight on the cargo delivered at the substituted 380
port to be increased in proportion. 381

19. Law and Arbitration 382

- (a) This Charter Party shall be governed by and construed in accordance with 383
English law and any dispute arising out of this Charter Party shall be referred to 384
arbitration in London in accordance with the Arbitration Acts 1950 and 1979 or 385
any statutory modification or re-enactment thereof for the time being in force. 386
Unless the parties agree upon a sole arbitrator, one arbitrator shall be 387
appointed by each party and the arbitrators so appointed shall appoint a third 388
arbitrator, the decision of the three-man tribunal thus constituted or any two of 389
them, shall be final. On the receipt by one party of the nomination in writing of 390
the other party's arbitrator, that party shall appoint their arbitrator within 391
fourteen days, failing which the decision of the single arbitrator appointed shall 392
be final. 393
For disputes where the total amount claimed by either party does not exceed 394
the amount stated in Box 25** the arbitration shall be conducted in accordance 395
with the Small Claims Procedure of the London Maritime Arbitrators 396
Association. 397
- (b) ~~This Charter Party shall be governed by and construed in accordance with 398
Title 9 of the United States Code and the Maritime Law of the United States and 399
should any dispute arise out of this Charter Party, the matter in dispute shall be 400
referred to three persons at New York, one to be appointed by each of the 401
parties hereto, and the third by the two so chosen: their decision or that of any 402
two of them shall be final, and for purpose of enforcing any award, this 403
agreement may be made a rule of the Court. The proceedings shall be 404
conducted in accordance with the rules of the Society of Maritime Arbitrators; 405
In:- 406
For disputes where the total amount claimed by either party does not exceed 407
the amount stated in Box 25** the arbitration shall be conducted in accordance 408
with the Shortened Arbitration Procedure of the Society of Maritime Arbitrators; 409
In:- 410~~
- (c) Any dispute arising out of this Charter Party shall be referred to arbitration at 411
the place indicated in Box 25, subject to the procedures applicable there. The 412
laws of the place indicated in Box 25 shall govern this Charter Party. 413
- (d) ~~If Box 25 in Part 1 is not filled in, sub-clause (a) of this Clause shall apply. 414
(a), (b) and (c) are alternatives; indicate alternative agreed in Box 25. 415
Where no figure is supplied in Box 25 in Part 1, this provision only shall be void but 416
the other provisions of this Clause shall have full force and remain in effect. 417~~

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**ADDITIONAL CLAUSES TO THE CHARTER PARTY DATED MADRID,
THE 26th JUNE 2000 BETWEEN**

**MESSRS.
MESSRS. J**

Clause 20

100% of the freight, less address commission, payable into Owners nominated bank-account latest 3 (three) banking days after completion of loading and presentation of freight invoice (advanced by fax) and signing / releasing Bills of Lading, but in any case freight payable before breaking bulk and free of bank charges.

Freight is deemed earned once loaded and non returnable vessel and/or cargo lost or not lost.

Bills of Lading to be marked "Clean on board" and "Freight payable as per Charter Party".

In case Master has any remarks, same to be inserted on the Mates' Receipt only, and Charterers will release a LOI in Owners P&I wording.

Demurrage if any payable within 10 days after presentation all documents Notice of Readiness, Statement of Fact, Time Sheets, etc.

Clause 21

Cargo to be loaded/discharged by Shippers'/Receivers' Stevedores free of expense to the Vessel.

Cargo to be loaded at the average rate of 1.500 metric tons per weather working day of 24 consecutive hours, Saturdays, Sundays and Holidays excluded, even if used.

Cargo to be discharged at the average rate of 800 metric tons per weather working day of 24 consecutive hours, Thursdays, Fridays and Holidays excluded, even if used.

At load, laytime from Friday 17.00 hours or any other day preceding a holiday until 08.00 hours next Monday or following working day not to count, unless used.

At discharge, laytime from Wednesday 17.00 hours or any other day preceding a holiday until 08.00 hours next Saturday or following working day not to count, even if used.

Laytime used before commencing of laytime not to count.

Laytime to be non reversible between load/discharge ports.

Notice of Readiness to be given during Laycan.
Notice to be given WWW by phone/fax/cable via Agents both ends.

Clause 22

Any taxes and/or dues on cargo and/or freight to be for Charterers/ Receivers' account.

Any taxes and/or dues on vessel, including all charges falling under customary port charges, to be for Owners' account.

Dock dues at discharging port, if any, to be for Owners' account.

Clause 23

Vessel's holds to be clean and dry before tendering Notice of Readiness and to Shippers' satisfaction. In case of dispute, the opinion of an independent surveyor shall apply and bind both parties.

Clause 24

Vessel to supply sufficient lights, as on board, for night work if required, free of expenses to the Charterers/Shipper, S. L.

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**ADDITIONAL CLAUSES TO THE CHARTER PARTY DATED MADRID,
THE 20th JUNE, 2008 BETWEEN**

**MESSRS.
MESSRS. -----**

Clause 25

Owners to advance to the Agents at loading / discharging port necessary funds for vessel's disbursements prior to vessel's arrival, failing which time will not count unless Agents are in the possession of the disbursement claimed and Owners are responsible.

Clause 26

Overtime, if any, at loadport to be for the account of the party ordering same. Overtime ordered by Port Authorities to be for Charterers' account. Officers' and Crew's overtime always to be for Owners' account.

Clause 27

Opening and closing of hatches to be effected by Crew and in Owners' time, provided port regulations permit same. otherwise shorehands to be employed at Charterers' expenses.

Clause 28

Stevedores, although appointed by Shippers/Charterers/Receivers to be under the control and direction of the Master. Charterers/Receivers shall not be responsible for the faults or acts of the Stevedores at load/discharging ports. Claim for damages, if any, to be settled directly between Owners and Stevedores. In case Owners fail, Charterers to assist to obtain amicable solution.

Clause 29

Arbitration, if any, to be held in London and English law to apply.

Clause 30

New Jason Clause, Both to Blame Collision Clause, P and I Bunkering Clause, Paramount Clause, are fully deemed incorporated in this Charter Party and to apply.

Clause 31

If required by Charterers, Owners to instruct Agents to issue/sign Bills of Lading on Owners/Master behalf.

In case later ship's arrival Bills of Lading to be dated latest on the 30th of June.

In case freight prepaid Bills of Lading to be issued same to be released by loadport Agents upon Owners written confirmation that funds irrevocably received on Owners nominated bank account.

In case Original Bills of Lading not available upon discharging Owners to agree to discharge the cargo only in custom bonded store and to be released upon written confirmation of Agents of receipt of Originals.

Bills of lading to be signed/released at loading port, after completion of loading and before Vessel's departure. Owners/Master to be responsible for the number of bundles and/or pieces and/or units loaded.

Clause 32

The Owners confirm that the Vessel is suitable for forklift operations in all cargo compartments. No cargo is to be loaded into tweendecks, deep tanks or other places not easily accessible. The Owners warrant that the Vessel is able to uplift the cargo as described.

Vessel to have full protection and indemnity. Insurance coverage to remain in effect throughout completion of discharge operation at destination. Vessel's holds/hatches to be fully workable accessible and unobstructed for discharging purposes at destination. Vessel to supply all running gear and other necessary equipment as well as sufficient power gear at full capacity simultaneously day and night and to provide for sufficient lights on deck and in holds.

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**ADDITIONAL CLAUSES TO THE CHARTER PARTY DATED MADRID,
THE 20th JUNE, 2008 BETWEEN**

MESSRS.

M)

Clause 33

Any damage noticed on cargo to be reported immediately by Ship's command to Shippers' representative. Any objections by the Master regarding the condition of the cargo are to be reported immediately to Shippers' representative prior loading in order to evaluate replacement of cargo damage.

All cargo already on board is to be considered as accepted cargo.

Owners to authorise Charterers' Surveyors at loading and discharging ports to perform inspection of cargo on board.

Clause 34

Master/owner to give first notice of arrival of the Vessel at loadport and present position when fixture is reconfirmed. thereafter, Master/Owner to give 7/5/3 days and 48/24 hours notice and exact position of the Vessel to Agents at loadport. to Agents at discharge port and to Bai Sea Chartering. e-mail: chartering@baisea.com

Clause 35

Shifting to Charterers' loading or discharging berth to be considered as part of the voyage and to be for Owners' account. Any shifting ordered by Port Authorities, shifting expenses and time to be for Owners' account.

Clause 36

In case of dead freight, the time allowed for loading and discharging to be calculated on the basis of tonnage for which freight is paid and not on the actual quantity loaded.

Clause 37

In the event of loss of time due to boycott of the Vessel by labour because of the Vessel's flag or nationality of the Owners, Master, Officers or crew, or the terms/conditions under which the Master, Officers or crew are employed, such time shall not count as laytime nor as time on demurrage.

Clause 38

Vessel not to dry-dock during the course of this Charter Party except in case of emergency.

Clause 39

Owners guarantee that the Vessel is not intended for sale and/or break-up upon completion of the engagement entered into under this Charter Party. Should the Owner contrary to the above guarantee sell the Vessel for break-up or not before she has been completely discharged and released by the Receivers of cargo, then the Owner to pay whatever insurance penalty might be assessed against the Charterers forthwith.

Clause 40.- Vessel's description.

MV 'DORIS T'
ABT 2050CC 141/139000G/B 1HO/HA STEELFL BOXLIKE
LOA 79,00M BEAM 12,40M DRAFT FULLY LADEN
ABT 5,00M ANTIGUA FLAG-GERMAN MANAGEMENT
BLT 1977 P-I GARD ARENDAL ISM/ITF OK
CLASSED HIGHEST B.V. GT 1973 / NT 853

Vessels' technical description given by Owners/Ship managers/Operators should be precise, exact and fully up to date before ship tenders NOR at loadport.

BAI SEA CHARTERING, S. L.
San Agustín, 2, 1º dcha.
28014 MADRID (SPAIN)
+34 91 360 19 30

(10)

**ADDITIONAL CLAUSES TO THE CHARTER PARTY DATED MADRID,
THE 20th JUNE, 2008 BETWEEN**

MESSRS. I

Clause 41

Charterers' Agents at both ends:

At loading port: Messrs. NAVIERA BARCELONESA
At discharging port: Messrs. NOURSHIP S.R.L.
Tel.: +213 14 098999 / +213 30835987
Fax: +213 38 861606
Mobile: +213 71144211

Clause 42

Time lost by reason of all or any of the following clauses shall not be computed in the loading or discharging time viz: War, Rebellion, Tumult, Civil Commotions, Political Disturbances, Riots, Strikes, Stoppage of lightermen, tugboatmen or other hands essential to the working, carriage, delivery, shipment or discharge of the said cargo whether partial or general bad weather, intervention of customs and/or constituted Authorities or partial or total stoppage on railways, or any other causes beyond the control of Charterers.

Clause 43

No other part cargo on board is acceptable.

Clause 44

The Vessel must have a valid certificate certifying that the Vessel is duly classified at the date of shipment by Lloyd's Register of Shipping or equivalent. Owners guarantee to maintain Vessel P and I covered for the duration of this Charter Party.

Clause 45

Charterers do not require lashing and securing, if requested by Master to be for Owners' account.

**BAISEA CHARTERING, S. L.
San Agustín, 2, 1º dcha.
28014 MADRID (SPAIN)
+34 91 360 19 30**

Clause 46

Owners guarantee that Vessels' hatches are watertight.

Clause 47

Bimco ISPS Clause to apply.

THE OWNERS

THE CHARTERERS

11

Exhibit B

Shipper

COMPANIA ESPAÑOLA DE LAMINACION S.L.,
POLIGONO INDUSTRIAL SAN VICENTE S/N
CASTELLBISBAL 08755
BARCELONA SPAIN

Reference

Seven Seas Carriers AS
Postbox 1041 Sentrum
5808 Bergen Norway

B/L NO. 7101

EOLDBARHOV 2551 01

Consignee

TO THE ORDER OF COMMERCIAL METALS COMPANY
DBA CMC DALLAS TRADING,
6565 N. MACARTHUR BLVD., SUITE 800,
IRVING, TX. 75039 USA

Notify address

(A) JF MORAN COMPANY, INC. ATTN JOELLE INNOCENTI,
70 RATON DRIVE UNIT D, MILFORD, CT 06460,
USA TEL-203-877-5186, FAX- 203-877-8294,
(B) COMMERCIAL METALS COMPANY DBA CMC DALLAS
TRADING, FAX 214-689-5886, TEL 214-689-4314

Vessel

M/V "SATURNUS"

Port of loading

BARCELONA, SPANISH PORT

Port of discharge

HOUSTON, TX, USA

Shipper's description of goods

Gross weight

NUMBER OF
BUNDLESQUANTITY GROSS AND
NET WEIGHT IN METRIC TONS

PRIME NEWLY PRODUCED WIDE FLANGE BEAMS
TOTAL

143

671.984

"DESCRIPTION OF ALL PRODUCTS SHIPPED AS PER ATTACHED LIST"

"FREIGHT PREPAID"

"FO"

"COLOR CODING: NOCLR-WHT-NOCLR"

"PURCHASE ORDER NUMBER: 61937"

"LOT NUMBER: 12"

"LETTER OF CREDIT NUMBER: TGTI-571827"

(of which..... on deck at Charterer's risk)

Freight payable as per
CHARTER-PARTY dated 21-10-2008
FREIGHT ADVANCE.
Received an account of freight: _____
Time used for loading _____ days _____ hours

SHIPPED at the Port of Loading in apparent good order and condition on board the
Vessel for carriage to the Port of Discharge or so near there to as she may safely get the
goods specified above.

Weight measure, quality, quantity, condition, contents and value unknown.

IN WITNESS whereof the Master or Agent of the said Vessel has signed the number of Bills of
Lading indicated below all of this tenor and date, any one of which being accomplished the
others shall be void.

FOR CONDITIONS OF CARRIAGE SEE OVERLEAF.

Freight payable at
FREIGHT PREPAID
Number of original Bs/L
THREE (3)

Place and date of issue
BARCELONA: 06-11-2008
Signature
NAVIERA BARCELONESA, S.A. AUTHORIZED
VESSEL AGENT ON BEHALF OF THE MASTER / (MR.
ALEVOOR RADHAKRISHNA M V SATURNUS)

Shipper

COMPAÑIA ESPAÑOLA DE LAMINACION S.L.,
POLIGONO INDUSTRIAL SAN VICENTE S/N
CASTELLBISBAL 08755
BARCELONA SPAIN

Reference

Seven Seas Carriers AS
Postbox 1041 Sentrum
5808 Bergen Norway

B/L NO. 271WO

EOLDBARHOU 2551 02

Consignee

TO THE ORDER OF COMMERCIAL METALS COMPANY
DBA CMC DALLAS TRADING,
6565 N. MACARTHUR BLVD., SUITE 800,
IRVING, TX. 75039 USA

Notify address

(A) JF MORAN COMPANY, INC. ATTN JOELLE INNOCENTI,
70 RATON DRIVE UNIT D, MILFORD, CT 06460,
USA TEL-203-877-5186, FAX- 203-877-8294,
(B) COMMERCIAL METALS COMPANY DBA CMC DALLAS
TRADING, FAX 214-689-5886, TEL 214-689-4314

Vessel

M/V "SATURNUS"

Port of loading

BARCELONA, SPANISH PORT

Port of discharge

HOUSTON, TX, USA

Shipper's description of goods

NUMBER OF
BUNDLESQUANTITY GROSS AND
NET WEIGHT IN METRIC TONS

Gross weight

PRIME NEWLY PRODUCED WIDE FLANGE BEAMS

SIZE	LENGTH		
WFB 4" x 4" x 13#	40	13	72,916
WFB 6" x 4" x 12#	40	11	58,489
WFB 6" x 4" x 16#	40	2	10,458
WFB 6" x 6" x 20#	40	4	21,717
WFB 6" x 6" x 25#	40	4	21,659
WFB 8" x 4" x 10#	40	9	35,185
WFB 8" x 5-1/4" x 18#	40	11	53,871
WFB 8" x 6-1/2" x 24#	40	12	63,171
WFB 8" x 6-1/2" x 31#	40	30	145,845
WFB 8" x 8" x 40#	40	8	34,516
WFB 8" x 8" x 48#	40	6	30,128
WFB 8" x 8" x 67#	40	3	14,743
WFB 10" x 4" x 15#	40	2	6,584
WFB 10" x 5-3/4" x 22#	40	10	56,391
WFB 10" x 5-3/4" x 26#	40	3	13,199
WFB 10" x 5-3/4" x 30#	40	9	50,115
WFB 12" x 4" x 22#	40	2	10,999
WFB 12" x 6-1/2" x 26#	40	1	4,398
WFB 14" x 6-3/4" x 30#	40	6	32,540
WFB 16" x 7" x 36#	40	2	6,599
WFB 16" x 7" x 40#	40	4	17,619
WFB 16" x 7" x 50#	40	1	4,398
WFB 18" x 6" x 35#	40	5	21,789
WFB 18" x 6" x 40#	40	2	10,420
WFB 18" x 7-1/2" x 50#	40	6	27,387
WFB 18" x 7-1/2" x 60#	40	3	16,149
		169	841,285

"DETAILS OF PIECES PER BUNDLE AS PER ATTACHED LIST"

"FREIGHT PREPAID"

"FO"

"COLOR CODING: RED- WHT-RED"

"PURCHASE ORDER NUMBER: 61937"

"LOT NUMBER: 2"

"LETTER OF CREDIT NUMBER: TGT1-571827"

(of which..... on deck at Charterer's risk)

Freight payable as per
CHARTER-PARTY dated 21-10-2008
FREIGHT ADVANCE.
Received on account of freight: _____
Time used for loading _____ days _____ hours

SHIPPED at the Port of Loading in apparent good order and condition on board the
Vessel for carriage to the Port of Discharge or so near there to as she may safely get the
goods specified above.

Weight measure, quality, quantity, condition, contents and value unknown.

IN WITNESS whereof the Master or Agent of the said Vessel has signed the number of Bills of
Lading indicated below all of this tenor and date, any one of which being accomplished the
others shall be void.

FOR CONDITIONS OF CARRIAGE SEE OVERLEAF

Freight payable at FREIGHT PREPAID	Place and date of issue BARCELONA, 06-11-2008
Number of original Bs/L THREE (3)	Signature NAVIERA BARCELONESA, S.A. AS AUTHORIZED VESSEL AGENT ON BEHALF OF THE MASTER / (MR. ALEVOOR RADHAKRISHNA, M/V SATURNUS)

(2)

Shipper
 COMPAÑIA ESPAÑOLA DE LAMINACION S.L.,
 POLIGONO INDUSTRIAL SAN VICENTE S/N
 CASTELLBISBAL 08755
 BARCELONA SPAIN

Reference
 Seven Seas Carriers AS
 Postbox 1041 Sentrum
 5808 Bergen Norway

B/L No. 3/THREE
 EOLDBARHOU 2551 03

Consignee
 TO THE ORDER OF COMMERCIAL METALS COMPANY
 DBA CMC DALLAS TRADING,
 6565 N. MACARTHUR BLVD., SUITE 800,
 IRVING, TX. 75039 USA

Notify address
 (A) JF MORAN COMPANY, INC. ATTN JOELLE INNOCENTI,
 70 RATON DRIVE UNIT D, MILFORD, CT 06460,
 USA TEL-203-877-5186, FAX- 203-877-8294,
 (B) COMMERCIAL METALS COMPANY DBA CMC DALLAS
 TRADING, FAX 214-689-5886, TEL 214-689-4314

Vessel Port of loading
 M/V "SATURNUS" BARCELONA, SPANISH PORT

Port of discharge
 HOUSTON, TX, USA

Shipper's description of goods

NUMBER OF
 BUNDLES

QUANTITY GROSS AND
 NET WEIGHT IN METRIC TONS

Gross weight

PRIME NEWLY PRODUCED WIDE FLANGE BEAMS

SIZE	LENGTH		
WFB 4" x 4" x 13#	40	13	72,882
WFB 6" x 4" x 9#	40	2	8,796
WFB 6" x 4" x 16#	40	2	8,792
WFB 6" x 6" x 15#	20	13	54,185
WFB 6" x 6" x 15#	40	9	49,433
WFB 6" x 6" x 20#	40	7	38,096
WFB 6" x 6" x 25#	40	5	27,101
WFB 8" x 4" x 10#	40	3	10,998
WFB 8" x 4" x 13#	40	2	10,014
WFB 8" x 4" x 15#	40	2	9,852
WFB 8" x 5-1/4" x 18#	40	4	19,614
WFB 8" x 6-1/2" x 24#	40	3	15,868
WFB 8" x 6-1/2" x 28#	40	3	11,784
WFB 8" x 6-1/2" x 31#	40	10	50,120
WFB 8" x 8" x 40#	40	3	12,988
WFB 8" x 8" x 48#	40	2	10,269
WFB 10" x 4" x 12#	40	2	6,018
WFB 10" x 5-3/4" x 22#	40	6	34,058
WFB 10" x 5-3/4" x 26#	40	1	4,800
WFB 12" x 6-1/2" x 26#	40	7	31,813
WFB 14" x 6-3/4" x 30#	40	1	3,810
WFB 16" x 7" x 36#	40	5	19,383
WFB 18" x 6" x 35#	40	1	4,329
WFB 18" x 6" x 40#	40	2	10,346
WFB 18" x 7-1/2" x 50#	40	4	20,053
TOTAL		112	545,402

"DETAILS OF PIECES PER BUNDLE AS PER ATTACHED LIST"

"FREIGHT PREPAID"

"FO"

"COLOR CODING: YEL-WHT-YEL"

"PURCHASE ORDER NUMBER: 61937"

"LOT NUMBER: 3"

"LETTER OF CREDIT NUMBER: TGT1-571827"

(of which..... on deck at Charterer's risk)

Freight payable as per
 CHARTER-PARTY dated 21-10-2008

FREIGHT ADVANCE.

Received on account of freight:

Time used for loading _____ days _____ hours

SHIPPED at the Port of Loading in apparent good order and condition on board the Vessel for carriage to the Port of Discharge or so near there to as she may safely get the goods specified above.

Weight measure, quality, quantity, condition, contents and value unknown.

IN WITNESS whereof the Master or Agent of the said Vessel has signed the number of Bills of Lading indicated below all of this tenor and date, any one of which being accomplished the others shall be void.

FOR CONDITIONS OF CARRIAGE SEE OVERLEAF

Freight payable at FREIGHT PREPAID	Place and date of Issue BARCELONA, 06-11-2008
Number of original Bs/L THREE (3)	Signature NAVIERA BARCELONESA, S.A. AS AUTHORIZED VESSEL AGENT ON BEHALF OF THE MASTER / (MR. ALEVOOR RADHAKRISHNA, M/V SATURNUS)

3

Shipper

COMPAÑIA ESPAÑOLA DE LAMINACION S.L.,
POLIGONO INDUSTRIAL SAN VICENTE S/N
CASTELLBISBAL 08755
BARCELONA SPAIN

Reference

Seven Seas Carriers AS
Postbox 1041 Sentrum
5608 Bergen Norway

B/L No. 4/FOUR

EOLDBARHOU 2551 04

Consignee

TO THE ORDER OF COMMERCIAL METALS COMPANY
DBA CMC DALLAS TRADING,
6565 N. MACARTHUR BLVD., SUITE 800,
IRVING, TX. 75039 USA

Notify address

(A) JF MORAN COMPANY, INC. ATTN JOELLE INNOCENTI,
70 RATON DRIVE UNIT D, MILFORD, CT 06460,
USA TEL-203-877-5186, FAX- 203-877-8294,
(B) COMMERCIAL METALS COMPANY DBA CMC DALLAS
TRADING, FAX 214-689-5886, TEL 214-689-4314

Vessel

M/V "SATURNUS"

Port of loading

BARCELONA, SPANISH PORT

Port of discharge

HOUSTON, TX, USA

Shipper's description of goods

Gross weight

		<u>NUMBER OF BUNDLES</u>	<u>QUANTITY GROSS AND NET WEIGHT IN METRIC TONS</u>
PRIME NEWLY PRODUCED WIDE FLANGE BEAMS			
<u>SIZE</u>	<u>LENGTH</u>		
WFB 8" x 4" x 10#	40	5	19,515
WFB 8" x 4" x 13#	45	2	9,640
WFB 8" x 4" x 13#	50	2	10,600
WFB 8" x 4" x 15#	50	2	10,164
WFB 10" x 4" x 12#	40	2	4,802
WFB 10" x 4" x 12#	50	2	5,769
WFB 10" x 4" x 15#	50	2	9,388
WFB 12" x 4" x 14#	40	3	10,949
WFB 12" x 4" x 14#	50	1	4,551
	TOTAL	21	85,378

"DETAILS OF PIECES PER BUNDLE AS PER ATTACHED LIST"

"FREIGHT PREPAID"

"FO"

"COLOR CODING: GRN-WHT-GRN"

"PURCHASE ORDER NUMBER: 61937"

"LOT NUMBER: 4"

"LETTER OF CREDIT NUMBER: TGTI-571827"

(of which..... on deck at Charterer's risk)

Freight payable as per CHARTER-PARTY dated <u>21-10-2008</u>	SHIPPED at the Port of Loading in apparent good order and condition on board the Vessel for carriage to the Port of Discharge or so near there to as she may safely get the goods specified above. Weight measure, quality, quantity, condition, contents and value unknown. IN WITNESS whereof the Master or Agent of the said Vessel has signed the number of Bills of Lading indicated below all of this tenor and date, any one of which being accomplished the others shall be void. FOR CONDITIONS OF CARRIAGE SEE OVERLEAF
FREIGHT ADVANCE. Received on account of freight: _____ Time used for loading _____ days _____ hours	
Freight payable at FREIGHT PREPAID Number of original Bs/L THREE (3)	Place and date of issue BARCELONA, 06-11-2008 Signature NAVIERA BARCELONESA, S.A. AS AUTHORIZED VESSEL AGENT ON BEHALF OF THE MASTER / (MR. ALEVOOR RADHAKRISHNA, MV SATURNUS)

4

Shipper

COMPAÑIA ESPAÑOLA DE LAMINACION S.L.,
POLIGONO INDUSTRIAL SAN VICENTE S/N
CASTELLBISBAL 08755
BARCELONA SPAIN

Reference

Seven Seas Carriers AS
Postbox 1041 Sentrum
5808 Bergen Norway

B/L No. 5/FIVE

EOLDBARHOU 2551 05

Consignee

TO THE ORDER OF COMMERCIAL METALS COMPANY
DBA CMC DALLAS TRADING,
6565 N. MACARTHUR BLVD., SUITE 800,
IRVING, TX. 75039 USA

Notify address

(A) JF MORAN COMPANY, INC. ATTN JOELLE INNOCENTI,
70 RATON DRIVE UNIT D, MILFORD, CT 06460,
USA TEL-203-877-5186, FAX- 203-877-8294,
(B) COMMERCIAL METALS COMPANY DBA CMC DALLAS
TRADING, FAX 214-689-5886, TEL 214-689-4314

Vessel

M/V "SATURNUS"

Port of loading

BARCELONA, SPANISH PORT

Port of discharge

HOUSTON, TX, USA

Shipper's description of goods

NUMBER OF
BUNDLESQUANTITY GROSS AND
NET WEIGHT IN METRIC TONS

Gross weight

PRIME NEWLY PRODUCED WIDE FLANGE BEAMS

SIZE	LENGTH		
WFB 10" x 5-3/4" x 33#	20	7	18,768
WFB 10" x 5-3/4" x 33#	40	7	33,643
WFB 10" x 5-3/4" x 33#	60	2	10,852
WFB 10" x 10" x 49#	40	2	10,691
WFB 10" x 10" x 49#	50	2	8,894
WFB 12" x 8" x 40#	20	5	15,633
WFB 12" x 8" x 40#	40	9	37,719
WFB 12" x 8" x 40#	50	2	10,962
WFB 12" x 8" x 40#	60	5	21,655
WFB 12" x 8" x 45#	40	2	6,498
WFB 12" x 8" x 45#	50	1	4,091
WFB 12" x 8" x 45#	60	1	4,921
WFB 12" x 10" x 53#	40	6	22,997
WFB 12" x 10" x 53#	50	2	9,715
WFB 12" x 10" x 53#	60	1	4,403
WFB 12" x 10" x 58#	50	1	5,254
WFB 12" x 10" x 58#	60	2	9,410
WFB 14" x 8" x 43#	40	1	4,625
WFB 14" x 8" x 43#	60	5	19,783
WFB 14" x 10" x 61#	40	2	8,877
WFB 14" x 10" x 61#	50	1	5,496
WFB 14" x 10" x 74#	40	4	21,366
WFB 14" x 10" x 74#	50	2	10,105
WFB 14" x 10" x 74#	60	3	10,987
WFB 16" x 10-1/4" x 67#	40	2	7,299
WFB 16" x 10-1/4" x 67#	60	3	10,860
TOTAL		80	335,504

"DETAILS OF PIECES PER BUNDLE AS PER ATTACHED LIST"

"FREIGHT PREPAID"

"FO"

"COLOR CODING: BLK-WHT-BLK"

"PURCHASE ORDER NUMBER: 61937"

"LOT NUMBER: 10"

"LETTER OF CREDIT NUMBER: TGTI-571827"

(of which, on deck at Charterer's risk)

Freight payable as per
CHARTER-PARTY dated 21-10-2008

FREIGHT ADVANCE.

Received on account of freight:

Time used for loading _____ days _____ hours

SHIPPED at the Port of Loading in apparent good order and condition on board the
Vessel for carriage to the Port of Discharge or so near there to as she may safely get the
goods specified above.

Weight measure, quality, quantity, condition, contents and value unknown.

IN WITNESS whereof the Master or Agent of the said Vessel has signed the number of Bills of
Lading indicated below all of this tenor and date, any one of which being accomplished the
others shall be void.

FOR CONDITIONS OF CARRIAGE SEE OVERLEAF

Freight payable at FREIGHT PREPAID	Place and date of issue BARCELONA, 06-11-2008
Number of original Bs/L THREE (3)	Signature NAVIERA BARCELONESA, S.A. AS AUTHORIZED VESSEL AGENT ON BEHALF OF THE MASTER / (MR. ALEXOR RADHAKRISHNA, M/V SATURNUS)

5

Shipper
COMPAÑIA ESPAÑOLA DE LAMINACION S.L.,
POLIGONO INDUSTRIAL SAN VICENTE S/N
CASTELLBISBAL 08755
BARCELONA SPAIN

Reference
Seven Seas Carriers AS
Postbox 1041 Sentrum
5808 Bergen Norway

B/L No. 6/SIX
EOLDBARHOU 2551 07

Consignee
TO THE ORDER OF COMMERCIAL METALS COMPANY
DBA CMC DALLAS TRADING,
6565 N. MACARTHUR BLVD., SUITE 800,
IRVING, TX. 75039 USA

Notify address
(A) JF MORAN COMPANY, INC. ATTN JOELLE INNOCENTI,
70 RATON DRIVE UNIT D, MILFORD, CT 06460,
USA TEL-203-877-5186, FAX- 203-877-8294,
(B) COMMERCIAL METALS COMPANY DBA CMC DALLAS
TRADING, FAX 214-689-5886, TEL 214-689-4314

Vessel Port of loading
M/V "SATURNUS" BARCELONA, SPANISH PORT

Port of discharge
HOUSTON, TX, USA

Shipper's description of goods

Gross weight

	NUMBER OF BUNDLES	QUANTITY GROSS AND NET WEIGHT IN METRIC TONS
PRIME NEWLY PRODUCED WIDE FLANGE BEAMS		
TOTAL	1251	5697,700

"DESCRIPTION OF ALL PRODUCTS SHIPPED AS PER ATTACHED LIST"

"FREIGHT PREPAID"

"FO"

"COLOR CODING: WHT-WHT-WHT"

"PURCHASE ORDER NUMBER: 61937"

"LOT NUMBER: 1"

"LETTER OF CREDIT NUMBER: TGTI-571827"

(of which..... on deck at Charterer's risk)

Freight payable as per CHARTER-PARTY dated <u>21-10-2008</u>	SHIPPED at the Port of Loading in apparent good order and condition on board the Vessel for carriage to the Port of Discharge or so near there to as she may safely get the goods specified above. Weight measure, quality, quantity, condition, contents and value unknown. IN WITNESS whereof the Master or Agent of the said Vessel has signed the number of Bills of Lading indicated below all of this tenor and date, any one of which being accomplished the others shall be void. FOR CONDITIONS OF CARRIAGE SEE OVERLEAF
FREIGHT ADVANCE. Received on account of freight: _____	
Time used for loading _____ days _____ hours	

Freight payable at FREIGHT PREPAID	Place and date of issue BARCELONA, 06-11-2008
Number of original B/L THREE (3)	Signature NAVIERA BARCELONESA, S.A. AS AUTHORIZED VESSEL AGENT ON BEHALF OF THE MASTER / (MR. ALEVOOR RADHAKRISHNA, MV SATURNUS)

6

Shipper

COMPANIA ESPAÑOLA DE LAMINACION S.L.,
POLIGONO INDUSTRIAL SAN VICENTE S/N
CASTELLBISBAL 08755
BARCELONA SPAIN

Reference
Seven Seas Carriers AS
Postbox 1041 Sentrum
5808 Bergen Norway

Consignee

TO THE ORDER OF COMMERCIAL METALS COMPANY
DBA CMC DALLAS TRADING,
6565 N. MACARTHUR BLVD., SUITE 800,
IRVING, TX. 75039 USA

Notify address

(A) CMC COMMERCIAL METALS DE MEXICO S DE RL DE CV,
FAX 52-55-5020-3241, TEL 52-55-5020-3245
(B) COMMERCIAL METALS COMPANY DBA CMC DALLAS TRADING,
FAX 214-689-5886, TEL 214-689-4314

Vessel

M/V "SATURNUS"

Port of loading

BARCELONA, SPANISH PORT

Port of discharge

ALTA MIRA, MEXICO

Shipper's description of goods

Gross weight

		NUMBER OF BUNDLES	QUANTITY GROSS AND NET WEIGHT IN METRIC TONS
PRIME NEWLY PRODUCED WIDE FLANGE BEAMS			
SIZE	LENGTH		
WFB 10" x 4" x 12#	40	39	118,103
WFB 12" x 4" x 14#	40	17	61,728
WFB 14" x 5" x 22#	40	10	55,810
WFB 14" x 10" x 61#	40	14	59,441
WFB 14" x 10" x 74#	40	10	53,254
WFB 14" x 10" x 82#	40	12	53,442
WFB 16" x 5-1/2" x 26#	40	1	0,923
WFB 16" x 5-1/2" x 31#	40	15	59,108
TOTAL		118	461,819

"DETAILS OF PIECES PER BUNDLES AS PER ATTACHED LIST"

"FREIGHT PREPAID"

"FO"

"COLOR CODING: WHT-RED-WHT"

"PURCHASE ORDER NUMBER: 61937"

"LOT NUMBER: 14"

"LETTER OF CREDIT NUMBER: TGT1-571827"

(of which..... on deck at Charterer's risk)

Freight payable as per
CHARTER-PARTY dated 21-10-2008

FREIGHT ADVANCE.
Received on account of freight:

Time used for loading _____ days _____ hours

SHIPPED at the Port of Loading in apparent good order and
condition on board the Vessel for carriage to the Port of Discharge or so
near there to as she may safely get the goods specified above.

Weight measure, quality, quantity, condition, contents and value unknown.

IN WITNESS whereof the Master or Agent of the said Vessel has signed
the number of Bills of Lading indicated below all of this tenor and date,
any one of which being accomplished the others shall be void.

FOR CONDITIONS OF CARRIAGE SEE OVERLEAF

Freight payable at FREIGHT PREPAID	Place and date of issue BARCELONA, 06-11-2008
Number of original B/L THREE (3)	Signature NAVIERA BARCELONESA, S.A. AS AUTHORIZED VESSEL AGENT ON BEHALF OF THE MASTER / (MR. ALEVOOR RADHAKRISHNA, MV SATURNUS)

7

Shipper

COMPAÑIA ESPAÑOLA DE LAMINACION S.L.,
POLIGONO INDUSTRIAL SAN VICENTE S/N
CASTELLBISBAL 08755
BARCELONA SPAIN

B/L No. 2/TWO

Reference

Seven Seas Carriers AS
Postbox 1041 Sentrum
5808 Bergen Norway

Consignee

TO THE ORDER OF COMMERCIAL METALS COMPANY
DBA CMC DALLAS TRADING,
6565 N. MACARTHUR BLVD., SUITE 800,
IRVING, TX. 75039 USA

Notify address

(A) CMC COMMERCIAL METALS DE MEXICO S DE RL DE CV,
FAX 52-55-5020-3241, TEL 52-55-5020-3245
(B) COMMERCIAL METALS COMPANY DBA CMC DALLAS TRADING,
FAX 214-689-5886, TEL 214-689-4314

Vessel

M/V "SATURNUS"

Port of loading

BARCELONA, SPANISH PORT

Port of discharge

ALTA MIRA, MEXICO

Shipper's description of goods

Gross weight

		NUMBER OF BUNDLES	QUANTITY GROSS AND NET WEIGHT IN METRIC TONS
PRIME NEWLY PRODUCED WIDE FLANGE BEAMS			
SIZE	LENGTH		
WFB 6" x 4" x 9#	40	13	59,879
WFB 6" x 4" x 12#	40	9	47,647
WFB 6" x 4" x 16#	40	10	52,347
WFB 8" x 4" x 13#	40	6	29,634
WFB 8" x 4" x 15#	40	6	29,506
WFB 8" x 5-1/4" x 21#	40	19	87,610
WFB 10" x 4" x 12#	40	10	30,421
WFB 10" x 4" x 19#	40	10	46,261
WFB 10" x 5-3/4" x 22#	40	14	79,910
WFB 10" x 10" x 49#	40	5	26,850
WFB 10" x 10" x 54#	40	6	23,370
WFB 10" x 10" x 60#	40	6	25,207
WFB 12" x 4" x 14#	40	8	28,941
WFB 12" x 4" x 19#	40	6	29,111
WFB 12" x 4" x 22#	40	6	30,407
WFB 12" x 6-1/2" x 26#	40	31	148,018
WFB 12" x 6-1/2" x 30#	40	9	49,176
WFB 12" x 8" x 40#	40	3	13,209
WFB 14" x 8" x 43#	40	10	46,540
WFB 16" x 7" x 36#	40	13	51,093
WFB 16" x 7" x 40#	40	12	50,837
WFB 16" x 7" x 45#	40	6	29,320
WFB 15" x 7" x 50#	40	14	77,901
WFB 18" x 7-1/2" x 65#	40	11	52,132
WFB 18" x 7-1/2" x 71#	40	10	50,740
TOTAL		253	1196,067

"DETAILS OF PIECES PER BUNDLES AS PER ATTACHED LIST"

"FREIGHT PREPAID"

"FO"

"COLOR CODING: YEL-RED-YEL"

"PURCHASE ORDER NUMBER: 61937"

"LOT NUMBER: 16"

"LETTER OF CREDIT NUMBER: TGTI-571827"

(of which on deck at Charterer's risk)

Freight payable as per
CHARTER-PARTY dated 21-10-2008
FREIGHT ADVANCE.
Received on account of freight:
Time used for loading _____ days _____ hours

SHIPPED at the Port of Loading in apparent good order and condition on board the Vessel for carriage to the Port of Discharge or so near there to as she may safely get the goods specified above.

Weight measure, quality, quantity, condition, contents and value unknown.

IN WITNESS whereof the Master or Agent of the said Vessel has signed the number of Bills of Lading indicated below all of this tenor and date, any one of which being accomplished the others shall be void.

FOR CONDITIONS OF CARRIAGE SEE OVERLEAF

Freight payable at FREIGHT PREPAID	Place and date of issue BARCELONA, 06-11-2008
Number of original Bs/L THREE (3)	Signature NAVIERA BARCELONESA, S.A. AS AUTHORIZED VESSEL AGENT ON BEHALF OF THE MASTER / (MR. ALEVOOR RADIHAKRISHNA, MV SATURNUS)

8

Shipper
 COMPAÑIA ESPAÑOLA DE LAMINACION S.L.,
 POLIGONO INDUSTRIAL SAN VICENTE S/N
 CASTELLBISBAL 08755
 BARCELONA SPAIN

B/L No. 3/THREE
 Reference
 Seven Seas Carriers AS
 Postbox 1041 Sentrum
 5808 Bergen Norway

Consignee
 TO THE ORDER OF COMMERCIAL METALS COMPANY
 DBA CMC DALLAS TRADING,
 6565 N. MACARTHUR BLVD., SUITE 800,
 IRVING, TX. 75039 USA

Notify address
 (A) CMC COMMERCIAL METALS DE MEXICO S DE R L DE CV,
 FAX 52-55-5020-3241, TEL 52-55-5020-3245
 (B) COMMERCIAL METALS COMPANY DBA CMC DALLAS TRADING,
 FAX 214-689-5886, TEL 214-689-4314

Vessel M/V "SATURNUS" Port of loading BARCELONA, SPANISH PORT

Port of discharge
 ALTA MIRA, MEXICO

Shipper's description of goods Gross weight

		NUMBER OF BUNDLES	QUANTITY GROSS AND NET WEIGHT IN METRIC TONS
PRIME NEWLY PRODUCED WIDE FLANGE BEAMS			
SIZE	LENGTH		
WFB 6" x 4" x 9#	40	6	27,917
WFB 6" x 4" x 12#	40	6	32,085
WFB 6" x 4" x 16#	40	4	20,888
WFB 8" x 4" x 15#	40	4	19,693
WFB 8" x 5-1/4" x 18#	40	7	32,145
WFB 8" x 5-1/4" x 21#	40	3	12,539
WFB 8" x 6-1/2" x 31#	40	1	20,050
WFB 10" x 5-3/4" x 22#	40	4	21,969
WFB 10" x 5-3/4" x 26#	40	6	28,663
WFB 10" x 5-3/4" x 30#	40	5	27,748
WFB 12" x 6-1/2" x 26#	40	6	28,323
WFB 12" x 6-1/2" x 30#	40	6	32,694
WFB 14" x 6-3/4" x 38#	40	1	21,997
WFB 14" x 8" x 53#	40	4	15,046
WFB 16" x 5-1/2" x 31#	40	1	15,630
WFB 16" x 7" x 36#	40	8	31,167
WFB 16" x 7" x 40#	40	5	21,588
WFB 16" x 7" x 45#	40	6	29,321
WFB 16" x 7" x 50#	40	4	21,954
TOTAL	40	96	461,467

"DETAILS OF PIECES PER BUNDLES AS PER ATTACHED LIST"

"FREIGHT PREPAID"

"FO"

"COLOR CODING: GRN-RED-GRN"

"PURCHASE ORDER NUMBER: 61937"

"LOT NUMBER: 17"

"LETTER OF CREDIT NUMBER: TGTI-571827"

(of which..... on deck at Charterer's risk)

Freight payable as per
 CHARTER-PARTY dated 21-10-2008
 FREIGHT ADVANCE.
 Received on account of freight:
 Time used for loading _____ days _____ hours

SHIPPED at the Port of Loading in apparent good order and condition on board the Vessel for carriage to the Port of Discharge or so near there to as she may safely get the goods specified above.

Weight measure, quality, quantity, condition, contents and value unknown.

IN WITNESS whereof the Master or Agent of the said Vessel has signed the number of Bills of Lading indicated below all of this tenor and date, any one of which being accomplished the others shall be void.

FOR CONDITIONS OF CARRIAGE SEE OVERLEAF

Freight payable at
 FREIGHT PREPAID
 Number of original Bs/L
 THREE (3)

Place and date of issue
 BARCELONA, 06-11-2008
 Signature
 NAVIERA BARCELONESA, S.A. AS
 AUTHORIZED VESSEL AGENT ON BEHALF
 OF THE MASTER / (MR. ALEVOOR
 RADHAKRISHNA, M/V SATURNUS)

9

Shipper
 COMPAÑIA ESPAÑOLA DE LAMINACION S.L.,
 POLIGONO INDUSTRIAL SAN VICENTE S/N
 CASTELLBISBAL 08755
 BARCELONA SPAIN

Reference
 Seven Seas Carriers AS
 Postbox 1041 Sentrum
 5808 Bergen Norway

Consignee
 TO THE ORDER OF COMMERCIAL METALS COMPANY
 DBA CMC DALLAS TRADING,
 6565 N. MACARTHUR BLVD., SUITE 800,
 IRVING, TX. 75039 USA

Notify address
 (A) CMC COMMERCIAL METALS DE MEXICO S DE RL DE CV,
 FAX 52-55-5020-3241, TEL 52-55-5020-3245
 (B) COMMERCIAL METALS COMPANY DBA CMC DALLAS TRADING,
 FAX 214-689-5886, TEL 214-689-4314

Vessel Port of loading
 M/V "SATURNUS" BARCELONA, SPANISH PORT

Port of discharge
 ALTA MIRA, MEXICO

Shipper's description of goods	NUMBER OF BUNDLES	QUANTITY GROSS AND NET WEIGHT IN METRIC TONS	Gross weight
PRIME NEWLY PRODUCED WIDE FLANGE BEAMS			
SIZE LENGTH			
WFB 6" x 4" x 9#	40	18.060	
WFB 6" x 4" x 12#	40	10.348	
WFB 6" x 4" x 16#	40	31.457	
WFB 8" x 4" x 10#	40	39.302	
WFB 8" x 4" x 13#	40	29.522	
WFB 8" x 4" x 15#	40	19.681	
WFB 8" x 5-1/4" x 18#	40	48.910	
WFB 8" x 5-1/4" x 21#	40	14.864	
WFB 10" x 4" x 12#	40	33.457	
WFB 10" x 4" x 15#	40	26.351	
WFB 10" x 4" x 17#	40	25.863	
WFB 10" x 4" x 19#	40	24.055	
WFB 10" x 5-3/4" x 22#	40	62.005	
WFB 10" x 5-3/4" x 26#	40	52.397	
WFB 10" x 5-3/4" x 30#	40	37.719	
WFB 12" x 4" x 14#	40	14.447	
WFB 12" x 4" x 16#	40	14.495	
WFB 12" x 4" x 19#	40	26.886	
WFB 12" x 4" x 22#	40	11.224	
WFB 12" x 6-1/2" x 26#	40	57.237	
WFB 12" x 6-1/2" x 30#	40	37.856	
WFB 12" x 6-1/2" x 35#	40	30.697	
WFB 14" x 6-3/4" x 30#	40	49.054	
WFB 14" x 6-3/4" x 34#	40	53.495	
WFB 14" x 6-3/4" x 38#	40	22.079	
WFB 16" x 7" x 36#	40	43.139	
WFB 16" x 7" x 40#	40	34.477	
WFB 16" x 7" x 50#	40	19.442	
WFB 18" x 7-1/2" x 50#	40	31.828	
WFB 18" x 7-1/2" x 55#	40	36.802	
WFB 18" x 7-1/2" x 60#	40	37.451	
WFB 18" x 7-1/2" x 65#	40	32.906	
WFB 18" x 7-1/2" x 71#	40	25.240	
Totals	225	1.052.746	

"DETAILS OF PIECES PER BUNDLES AS PER ATTACHED LIST"

"FREIGHT PREPAID"

"FO"

"COLOR CODING: BLU-RED-BLU"

"PURCHASE ORDER NUMBER: 61937"

"LOT NUMBER: 18"

"LETTER OF CREDIT NUMBER: TGT1-571827"

(of which..... on deck at Charterer's risk)

Freight payable as per
 CHARTER-PARTY dated 21-10-2008
 FREIGHT ADVANCE.
 Received on account of freight:
 Time used for loading _____ days _____ hours

SHIPPED at the Port of Loading in apparent good order and condition on board the Vessel for carriage to the Port of Discharge or so near there to as she may safely get the goods specified above.

Weight measure, quality, quantity, condition, contents and value unknown.

IN WITNESS whereof the Master or Agent of the said Vessel has signed the number of Bills of Lading indicated below all of this tenor and date, any one of which being accomplished the others shall be void.

FOR CONDITIONS OF CARRIAGE SEE OVERLEAF

Freight payable at FREIGHT PREPAID	Place and date of issue BARCELONA, 06-11-2008
Number of original Bs/L THREE (3)	Signature NAVIERA BARCELONESA, S.A. AS AUTHORIZED VESSEL AGENT ON BEHALF OF THE MASTER / (MR. ALEVOOR RADHAKRISHNA, M/V SATURNUS)

10

CONGEN BILL OF LADING

Shipper
 COMPAÑIA ESPAÑOLA DE LAMINACION S.L.,
 POLIGONO INDUSTRIAL SAN VICENTE S/N
 CASTELLBISBAL 08755
 BARCELONA SPAIN

B/L No. 1/ONE
 EOLDBARMOB 2551 01

Reference
 Seven Seas Carriers AS
 Postbox 1041 Sentrum
 5808 Bergen Norway

Consignee
 TO THE ORDER OF COMMERCIAL METALS COMPANY
 DBA CMC DALLAS TRADING,
 6565 N. MACARTHUR BLVD., SUITE 800,
 IRVING, TX. 75039 USA

Notify address
 (A) JF MORAN COMPANY, INC. ATTN JOELLE INNOCENTI,
 70 RATON DRIVE UNIT D, MILFORD, CT 06460,
 USA TEL-203-877-5186, FAX- 203-877-8294,
 (B) COMMERCIAL METALS COMPANY DBA CMC DALLAS
 TRADING, FAX 214-689-5886, TEL 214-689-4314

Vessel Port of loading
 M/V "SATURNUS" BARCELONA, SPANISH PORT

Port of discharge
 MOBILE, AL, USA

Shipper's description of goods

Gross weight

SIZE	LENGHT	NUMBER OF BUNDLES	QUANTITY GROSS AND NET WEIGHT IN METRIC TONS
PRIME NEWLY PRODUCED WIDE FLANGE BEAMS			
WFB 4" x 4" x 13#	40	3	16,665
WFB 6" x 6" x 15#	40	4	21,967
WFB 8" x 4" x 13#	40	2	9,836
WFB 8" x 5-1/4" x 18#	40	3	14,779
WFB 8" x 6-1/2" x 24#	40	4	21,321
WFB 8" x 6-1/2" x 31#	40	4	20,216
WFB 8" x 8" x 35#	40	1	5,028
TOTAL		21	109,812

"DETAILS OF PIECES PER BUNDLES AS PER ATTACHED LIST"

"FREIGHT PREPAID"
 "FO"
 "COLOR CODING: GRN-YEL-GRN"
 "PURCHASE ORDER NUMBER: 61937"
 "LOT NUMBER: 9"
 "LETTER OF CREDIT NUMBER: TGTI-571827"

(of which..... on deck at Charterer's risk)

Freight payable as per
 CHARTER-PARTY dated 21-10-2008
 FREIGHT ADVANCE.
 Received on account of freight:
 Time used for loading _____ days _____ hours

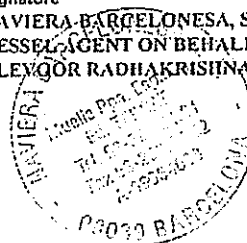
SHIPPED at the Port of Loading in apparent good order and condition on board the Vessel for carriage to the Port of Discharge or so near there to as she may safely get the goods specified above.

Weight measure, quality, quantity, condition, contents and value unknown.

IN WITNESS whereof the Master or Agent of the said Vessel has signed the number of Bills of Lading indicated below all of this tenor and date, any one of which being accomplished the others shall be void.

FOR CONDITIONS OF CARRIAGE SEE OVERLEAF

Freight payable at FREIGHT PREPAID	Place and date of issue BARCELONA, 06-11-2008
Number of original Bs/L THREE (3)	Signature NAVIERA BARCELONESA, S.A. AS AUTHORIZED VESSEL AGENT ON BEHALF OF THE MASTER / (MR. ALEXGOR RADHAKRISHNA, MV SATURNUS)



11

Shipper
 COMPAÑIA ESPAÑOLA DE LAMINACION S.L.,
 POLIGONO INDUSTRIAL SAN VICENTE S/N
 CASTELLBISBAL 08755
 BARCELONA SPAIN

Reference
 Seven Seas Carriers AS
 Postbox 1041 Sentrum
 5808 Bergen Norway

B/L No. 2/TWO
 EOLDBARMOB 2551 02

Consignee
 TO THE ORDER OF COMMERCIAL METALS COMPANY
 DBA CMC DALLAS TRADING,
 6565 N. MACARTHUR BLVD., SUITE 800,
 IRVING, TX. 75039 USA

Notify address
 (A) JF MORAN COMPANY, INC. ATTN JOELLE INNOCENTI,
 70 RATON DRIVE UNIT D, MILFORD, CT 06460,
 USA TEL-203-877-5186, FAX- 203-877-8294,
 (B) COMMERCIAL METALS COMPANY DBA CMC DALLAS
 TRADING, FAX 214-689-5886, TEL 214-689-4314

Vessel Port of loading
 M/V "SATURNUS" BARCELONA, SPANISH PORT

Port of discharge
 MOBILE, AL, USA

Shipper's description of goods

Gross weight

PRIME NEWLY PRODUCED WIDE FLANGE BEAMS	SIZE	LENGTH	NUMBER OF BUNDLES		QUANTITY GROSS AND NET WEIGHT IN METRIC TONS
	WFB 4" x 4" x 13#	20	2		10,998
	WFB 8" x 4" x 13#	40	1		4,927
	WFB 16" x 7" x 50#	50	2		9,046
	WFB 18" x 6" x 35#	40	5		21,957
	WFB 18" x 6" x 35#	45	2		9,854
		TOTAL	12		56,782

"DETAILS OF PIECES PER BUNDLES AS PER ATTACHED LIST"

"FREIGHT PREPAID"

"FO"

"COLOR CODING: WHT-YEL-WHT"

"PURCHASE ORDER NUMBER: 61937"

"LOT NUMBER: 6"

"LETTER OF CREDIT NUMBER: TGTI-571827"

(of which..... on deck at Charterer's risk)

Freight payable as per CHARTER-PARTY dated <u>21-10-2008</u>	SHIPPED at the Port of Loading in apparent good order and condition on board the Vessel for carriage to the Port of Discharge or so near there to as she may safely get the goods specified above. Weight measure, quality, quantity, condition, contents and value unknown. IN WITNESS whereof the Master or Agent of the said Vessel has signed the number of Bills of Lading indicated below all of this tenor and date, any one of which being accomplished the others shall be void. FOR CONDITIONS OF CARRIAGE SEE OVERLEAF
FREIGHT ADVANCE. Received on account of freight: _____	
Time used for loading _____ days _____ hours	
Freight payable at FREIGHT PREPAID	Place and date of issue BARCELONA, 06-11-2008
Number of original Bs/L THREE (3)	Signature NAVIERA BARCELONESA, S.A. AS AUTHORIZED VESSEL AGENT ON BEHALF OF THE MASTER / (MR. ALEYOOR RADHAKRISHNA, M/V SATURNUS)

12

CONGEN BILL OF LADING

Shipper
 COMPAÑIA ESPAÑOLA DE LAMINACION S.L.,
 POLIGONO INDUSTRIAL SAN VICENTE S/N
 CASTELLBISBAL 08755
 BARCELONA SPAIN

Reference B/L No. 3/THREE
 EOLOBARMOB 2551 03
 Seven Seas Carriers AS
 Postbox 1041 Sentrum
 5808 Bergen Norway

Consignee
 TO THE ORDER OF COMMERCIAL METALS COMPANY
 DBA CMC DALLAS TRADING,
 6565 N. MACARTHUR BLVD., SUITE 800,
 IRVING, TX. 75039 USA

Notify address
 (A) JF MORAN COMPANY, INC. ATTN JOELLE INNOCENTI,
 70 RATON DRIVE UNIT D, MILFORD, CT 06460,
 USA TEL-203-877-5186, FAX- 203-877-8294,
 (B) COMMERCIAL METALS COMPANY DBA CMC DALLAS
 TRADING, FAX 214-689-5886, TEL 214-689-4314

Vessel Port of loading
 M/V "SATURNUS" BARCELONA, SPANISH PORT

Port of discharge
 MOBILE, AL, USA

Shipper's description of goods

Gross weight

		NUMBER OF BUNDLES	QUANTITY GROSS AND NET WEIGHT IN METRIC TONS
PRIME NEWLY PRODUCED WIDE FLANGE BEAMS			
SIZE	LENGTH		
WFB 10" x 10" x 49#	35	4	18,582
WFB 10" x 10" x 49#	40	3	16,191
WFB 10" x 10" x 49#	45	5	18,978
WFB 10" x 10" x 49#	50	4	17,860
WFB 10" x 10" x 49#	55	2	9,940
WFB 16" x 10-1/4" x 67#	40	4	14,740
WFB 16" x 10-1/4" x 67#	50	2	9,187
WFB 16" x 10-1/4" x 67#	55	4	13,373
WFB 16" x 10-1/4" x 67#	60	1	3,617
WFB 16" x 10-1/4" x 77#	50	2	10,293
WFB 16" x 10-1/4" x 77#	55	3	11,258
WFB 16" x 10-1/4" x 77#	60	2	8,301
WFB 16" x 10-1/4" x 89#	50	2	8,016
WFB 16" x 10-1/4" x 89#	55	3	10,911
WFB 16" x 10-1/4" x 89#	60	2	9,643
WFB 16" x 10-1/4" x 100#	50	2	6,759
WFB 16" x 10-1/4" x 100#	55	2	9,881
TOTAL		47	197,530

"DETAILS OF PIECES PER BUNDLES AS PER ATTACHED LIST"

"FREIGHT PREPAID"

"FO"

"COLOR CODING: BLU-YEL-BLU"

"PURCHASE ORDER NUMBER: 61937"

"LOT NUMBER: 11"

"LETTER OF CREDIT NUMBER: TGTI-571827"

(of which, on deck at Charterer's risk)

Freight payable as per CHARTER-PARTY dated 21-10-2008	SHIPPED at the Port of Loading in apparent good order and condition on board the Vessel for carriage to the Port of Discharge or so near there to as she may safely get the goods specified above. Weight measure, quality, quantity, condition, contents and value unknown. IN WITNESS whereof the Master or Agent of the said Vessel has signed the number of Bills of Lading indicated below all of this tenor and date, any one of which being accomplished the others shall be void. FOR CONDITIONS OF CARRIAGE SEE OVERLEAF
FREIGHT ADVANCE. Received on account of freight:	
Time used for loading _____ days _____ hours	

Freight payable at FREIGHT PREPAID	Place and date of issue BARCELONA, 06-11-2008
Number of original Bs/L THREE (3)	Signature NAVIERA BARCELONESA S.A. AS AUTHORIZED VESSEL AGENT ON BEHALF OF THE MASTER / (MR. ALEXANDER RADHAKRISHNA, M/V SATURNUS)

(13)

Shipper
 COMPAÑIA ESPAÑOLA DE LAMINACION S.L.,
 POLIGONO INDUSTRIAL SAN VICENTE S/N
 CASTELLBISBAL 08755
 BARCELONA SPAIN

Reference
 Seven Seas Carriers AS
 Postbox 1041 Sentrum
 5808 Bergen Norway

B/L No. 4/FOUR
 EOLDBARMOB 2551 04

Consignee
 TO THE ORDER OF COMMERCIAL METALS COMPANY
 DBA CMC DALLAS TRADING,
 6565 N. MACARTHUR BLVD., SUITE 800,
 IRVING, TX. 75039 USA

Notify address
 (A) JF MORAN COMPANY, INC. ATTN JOELLE INNOCENTI,
 70 RATON DRIVE UNIT D, MILFORD, CT 06460,
 USA TEL-203-877-5186, FAX- 203-877-8294,
 (B) COMMERCIAL METALS COMPANY DBA CMC DALLAS
 TRADING, FAX 214-689-5886, TEL 214-689-4314

Vessel Port of loading
 M/V "SATURNUS" BARCELONA, SPANISH PORT

Port of discharge
 MOBILE, AL, USA

Shipper's description of goods

Gross weight

	NUMBER OF BUNDLES	QUANTITY GROSS AND NET WEIGHT IN METRIC TONS
PRIME NEWLY PRODUCED WIDE FLANGE BEAMS		
TOTAL	321	11,464,444

"DESCRIPTION OF ALL PRODUCTS SHIPPED AS PER ATTACHED LIST"

"FREIGHT PREPAID"
 "FO"
 "COLOR CODING: YEL-YEL-YEL"
 "PURCHASE ORDER NUMBER: 61937"
 "LOT NUMBER: 8"
 "LETTER OF CREDIT NUMBER: TGTI-571827"

(of which, on deck at Charterer's risk)

Freight payable as per CHARTER-PARTY dated 21-10-2008 FREIGHT ADVANCE. Received on account of freight: Time used for loading _____ days _____ hours	SHIPPED at the Port of Loading in apparent good order and condition on board the Vessel for carriage to the Port of Discharge or so near there to as she may safely get the goods specified above. Weight measure, quality, quantity, condition, contents and value unknown. IN WITNESS whereof the Master or Agent of the said Vessel has signed the number of Bills of Lading indicated below all of this tenor and date, any one of which being accomplished the others shall be void. FOR CONDITIONS OF CARRIAGE SEE OVERLEAF
Freight payable at FREIGHT PREPAID Number of original Bs/L THREE (3)	Place and date of issue. BARCELONA, 06-11-2008 Signature NAVIERA BARCELONESA, S.A. AS AUTHORIZED VESSEL AGENT ON BEHALF OF THE MASTER / (MR. ALEVOOR RADHAKRISHNA, M/V SATURNUS)

14

CONGEN BILL OF LADING

Shipper

COMPAÑIA ESPAÑOLA DE LAMINACION S.L.,
POLIGONO INDUSTRIAL SAN VICENTE S/N
CASTELLBISBAL 08755
BARCELONA SPAIN

B/L No. 1/ONE

EOLDBARNOR 2551 01

Reference

Seven Seas Carriers AS
Postbox 1041 Sentrum
5808 Bergen Norway

Consignee

TO THE ORDER OF COMMERCIAL METALS COMPANY
DBA CMC DALLAS TRADING,
6565 N. MACARTHUR BLVD., SUITE 800,
IRVING, TX. 75039 USA

Notify address

(A) JF MORAN COMPANY, INC. ATTN JOELLE INNOCENTI,
70 RATON DRIVE UNIT D, MILFORD, CT 06460,
USA TEL-203-877-5186, FAX- 203-877-8294,
(B) COMMERCIAL METALS COMPANY DBA CMC DALLAS
TRADING, FAX 214-689-5886, TEL 214-689-4314

Vessel

M/V "SATURNUS"

Port of loading

BARCELONA, SPANISH PORT

Port of discharge

NORFOLK, VA, USA

Shipper's description of goods

Gross weight

	<u>NUMBER OF BUNDLES</u>	<u>QUANTITY GROSS AND NET WEIGHT IN METRIC TONS</u>
PRIME NEWLY PRODUCED WIDE FLANGE BEAMS		
TOTAL	406	1896,028

"DESCRIPTION OF ALL PRODUCTS SHIPPED AS PER ATTACHED LIST"

"FREIGHT PREPAID"

"FO"

"COLOR CODING: NO COLOR"

"PURCHASE ORDER NUMBER: 61937"

"LOT NUMBER: 13"

"LETTER OF CREDIT NUMBER: TGTI-571827"

(of which..... on deck at Charterer's risk)

Freight payable as per

CHARTER-PARTY dated 21-10-2008

FREIGHT ADVANCE.

Received on account of freight:

Time used for loading _____ days _____ hours

SHIPPED at the Port of Loading in apparent good order and condition on board the Vessel for carriage to the Port of Discharge or so near there to as she may safely get the goods specified above.

Weight measure, quality, quantity, condition, contents and value unknown.

IN WITNESS whereof the Master or Agent of the said Vessel has signed the number of Bills of Lading indicated below all of this tenor and date, any one of which being accomplished the others shall be void.

FOR CONDITIONS OF CARRIAGE SEE OVERLEAF

Freight payable at

FREIGHT PREPAID

Number of original Bs/L
THREE (3)

Place and date of issue

BARCELONA 06-11-2008

Signature

NAVIERA BARCELONESA, S.A. AS AUTHORIZED
VESSEL AGENT ON BEHALF OF THE MASTER / (MR.
ALEVOOR RADHAKRISHNA, M/V SATURNUS)

15

Conditions of Carriage

(1) All terms and conditions, liberties and exceptions of the Charter Party, dated as overleaf, including the law and arbitration clause, are herewith incorporated.

(2) General Paramount Clause.

a) The Hague Rules contained in the International Convention for the unification of certain rules relating to Bills of Lading, dated Brussels th 25th august 1924 as enacted in the country of shipment, shall apply to this Bill of Lading. When no such enactment is in force in the country of shipment the corresponding legislation of the country of destination shall apply, but in respect of shipments to which no such enactments are compulsorily applicable, the terms of the said Convention shall apply.

b) Trades where Hague-Visby Rules apply.

In trades where the International Brussels Convention 1924 as amended by the Protocol signed at Brussels on February 23rd 1968 - the Hague-Visby Rules - apply compulsorily, the provisions of the respective legislation shall apply to this Bill of Lading.

c) The Carrier shall in no case be responsible for loss of or damage to the cargo, howsoever arising prior to loading into and after discharge from the Vessel or whilst the cargo is in the charge of another Carrier, nor in respect of deck cargo or live animals.

(3) General Average.

General Average shall be adjusted, stated and settled according to York-Antwerp Rules 1994, or any subsequent modification thereof, in London unless another place is agreed in the Charter Party.

Cargo's contribution to General Average shall be paid to the Carrier even when such average is the result of a fault, neglect or error of the Master, Pilot or Crew. The Charterers, Shipper

(4) New Jason Clause.

In the event of accident, danger, damage or disaster before or the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible, by statute, contract or otherwise, the cargo, shippers, consignees or the owners of the cargo shall contribute with the Carrier in General Average to the payment of any sacrifices, losses or expenses of a General Average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the cargo. If a salving vessel is owned or operated by the Carrier, salvage be paid for as fully as the said salving vessel or vessels belonged to strangers. Such deposit as the Carrier, or his agents, may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the cargo, shippers, consignees or owners of the goods to the Carrier before delivery.

(5) Both-to-Blame Collision Clause

If the Vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, neglect or default of the Master, Mariner, Pilot or the servants of the Carriers in the navigation or the management of the Vessel, the owners of the cargo carried hereunder will indemnify the carrier against all loss or liability to the other or non-carrying vessel or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said cargo, paid or payable by the other or non-carrying vessel or her owners to the owners of said cargo and set-off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying Vessel or the Carrier.

The foregoing provisions shall also apply where the owners, operators or those in charge of any vessel or vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect of a collision or contact.

For particulars of cargo, freight, destination, etc., see overleaf.

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Exhibit C

26Feb09 09:20 NPE 1



Barna Conshipping S.L., Barcelona

Barcelona
Spain

Invoice Date 26Feb2009

Invoice No 137199

Our Reference 088656,9011440000

Payment No. 10

FREIGHT INVOICE	
C/P Date	21Oct2008
Vessel	Saturnus (804156)
Charterer	Barna Conshipping S.L., Barcelona
Fixture Ref.	2008/3511
Voyage no.:	082551
Operator:	TS
Raised By:	NPE
Note all values are in USD	
Detention at Norfolk: 49.9104 days @ 15.000,00 USD/day	749.281,25
TOTAL	749.281,25
	E. & O. E.
DUE DATE 26Feb2009	
Please remit according to the details below quoting Vessel Name, Our Reference and Invoice no.	
HSH Nordbank AG	
Benef Name Oldendorff Carriers GmbH & Co. KG	
Benef A/c no.: 118000 5690 IBAN DE 1321 0500 0011 8000 5690	
Benef Bankname, Country: HSH Nordbank AG, Hamburg, Germany	
Swift, ABA Transit no. etc.: HSHNDEHHXXX	
Corres. Bankname, Swift: The Northern Trust Int., A/C 105379-20230 SWIFT	
CNORUS33	

OLDENDORFF CARRIERS GmbH & Co KG
 Willy-Brandt-Allee 6, D-23554 Lübeck
 Tel: +49 (0) 451 15000
 Fax: +49 (0) 451 73522
 www.oldendorff.com

Tel: +49 (0) 451 15000
 Fax: +49 (0) 451 73522
 www.oldendorff.com

VAT Reg No DE135079776 - pHG Verwaltung 'Alanis'
 Schifffahrtsges. mbH - Amtsgericht Lübeck HR B 4019
 Managing Directors: Henning Oldendorff, Peter Twiss

Exhibit D



Barna Conshipping S.L., Barcelona

Barcelona
Spain

Invoice Date 22Jan2009

Invoice No 134197

Our Reference 088656,9011440000

Payment No. 6

FREIGHT INVOICE

C/P Date: 21Oct2008

Vessel: Saturnus (804156)

Charterer: Barna Conshipping S.L., Barcelona

Fixture Ref.: 2008/3511

Voyage no.: 082551

Operator: NPE

Raised By: NPE

Note all values are in USD

Detention at Mobile: 4.5542 days @ 15,000.00 USD/day

68.312,50

TOTAL**68.312,50****E. & O. E.**

DUE DATE : 26Jan2009

Please remit according to the details below quoting Vessel Name, Our Reference and invoice no.

HSH Nordbank AG

Benef. Name: Oldendorff Carriers GmbH & Co. KG

Benef. A/c no.: 118000 5690 IBAN DE 1321 0500 0011 8000 5690

Benef. Bankname, Country: HSH Nordbank AG, Hamburg, Germany

Swift, ABA Transit no. etc.: HSHNDEHHXXX

Corres. Bankname, Swift: The Northern Trust Int., A/C 105379-20230 SWIFT

CNORUS33

Exhibit E



Barna Conshipping S.L., Barcelona

Barcelona
Spain

Invoice Date 8May2009

Invoice No 144115

Our Reference 088656,9011440000

Payment No. 12

DETENTION INVOICE

C/P Date: 21Oct2008

Vessel: Saturnus (804156)

Charterer: Barna Conshipping S.L., Barcelona

Fixture Ref.: 2008/3511

Voyage no.: 082551

Operator: TS

Raised By: EM

Note all values are in USD

Detention at Houston: 7.1528 days @ 15,000.00 USD/day

107.291,67

Time counting from: 23.01.2009 13.30lt (tendered NOR)

Time counting to: 30.01.2009 17.10lt (POB for berthing)

Time on detention: 7.1527778 days @ 15.000,00 USD/d

107.291,67

TOTAL**E. & O. E.****Please remit according to the details below quoting Vessel Name, Our Reference and invoice no.**

HSH Nordbank AG

Benef. Name: Oldendorff Carriers GmbH & Co. KG

Benef. A/c no.: 118000 5690 IBAN DE 1321 0500 0011 8000 5690

Benef. Bankname, Country: HSH Nordbank AG, Hamburg, Germany

Swift, ABA Transit no. etc.: HSHNDEHHXXX

Corres. Bankname, Swift: The Northern Trust Int., A/C 105379-20230 SWIFT

CNORUS33

OLDENDORFF CARRIERS GmbH & Co. KG
www.oldendorff.comWilly-Brandt-Allee 6 · D-23554 Lübeck
Mail: P.O. Box 2135 · D-23509 LübeckTel +49 (0) 451 15 00 0
Fax +49 (0) 451 7 35 22VAT Reg. No. DE 262534012
Amtsgericht Lübeck HRA 3716

Exhibit F

INVOICE
PORT OF HOUSTON AUTHORITY - BYC

#4

To: Transco Shipping (USA), Inc.
1606 Clinton Drive 2nd Floor
Ste. A
Galena Park, TX 77547

Received

CUSTOMER NUMBER	INVOICE NUMBER	INVOICE DATE
007777000	B25659	17-FEB-09

FEB 18 2009

Remit payment to:
Port of Houston Authority
P.O. Box 203417
Houston, TX 77216-3417

By Transco Shipping Report billing disputes in writing to:
Credit Department
Port of Houston Authority
P.O.Box 2562
Houston, TX 77252-2562

TYPE REF	VESSEL NAME	LINE	VESSEL REFERENCE	ORIGINAL DRAFT ID	PERFORMED DATE
DK	SATURNUS	TRA	09020003	274655	13-FEB-09
CODE	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
B035I	DOCKAGE:623FT 06FEB2009/08FEB2009 B	2.000	DAY	7.2800	9070.88
B035I	DOCKAGE:623FT 08FEB2009/09FEB2009 B	1.000	DAY	6.5500	4080.65
B035I	DOCKAGE:623FT 09FEB2009/10FEB2009 B	1.000	DAY	5.4600	3401.58
B035I	DOCKAGE:623FT 10FEB2009/11FEB2009 B	1.000	DAY	4.3700	2722.51
B035I	DOCKAGE:623FT 11FEB2009/13FEB2009 B	2.000	DAY	3.6400	4535.44
Z-SEC	SECURITY FEE/DOCKAGE BYC1	23811.060	EA	0.0600	1428.66

TOTAL DUE: 25,239.72

Voy: 82551 File: 247
Acct: OldENDORFF
Cfm: R

Notes:

For billing inquiries call:
(713) 670-2400

All invoices are due upon receipt.
Any invoice remaining unpaid over 30 days
is subject to additional charges in
accordance with PHA Tariffs.

Exhibit G



Barna Conshipping S.L., Barcelona

Barcelona
Spain

Invoice Date 17Feb2009

Invoice No 136313

Our Reference 088656,9011440000

Payment No. 8

FREIGHT INVOICE

C/P Date:	21Oct2008	Voyage no.:	082551
Vessel:	Saturnus (804156)	Operator:	JB
Charterer:	Barna Conshipping S.L., Barcelona	Raised By:	NPE
Fixture Ref.:	2008/3511		

Note all values are in USD

Detention at Houston for Altamira cargo: 8.3299 days @ 15,000.00 USD/day pr	124.947,92
TOTAL	124.947,92
	E. & O. E.

DUE DATE : 17Feb2009**Please remit according to the details below quoting Vessel Name, Our Reference and invoice no.**

HSH Nordbank AG

Benef. Name: Oldendorff Carriers GmbH & Co. KG

Benef. A/c no.: 118000 5690 IBAN DE 1321 0500 0011 8000 5690

Benef. Bankname, Country: HSH Nordbank AG, Hamburg, Germany

Swift, ABA Transit no. etc.: HSHNDEHHXXX

Corres. Bankname, Swift: The Northern Trust Int., A/C 105379-20230 SWIFT
CNORUS33

Exhibit H

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

BARNAL CONSHIPPING, S.L.

Plaintiff,

V.

8,000 METRIC TONS, MORE OR LESS,
OF ABANDONED STEEL, *in rem*,

Dfendant.

~~~~~

CIVIL ACTION NO. H-09-163

Consolidated with

COMMERCIAL METALS COMPANY,

Plaintiff,

V.

M/V SATURNUS, in rem, her engines, tackle, apparel, etc., S-Bulk KS, Seven Seas Carriers AS, and Oldendorff Carriers GmbH & Co., KG, in personam,

Defendants.

\_\_\_\_\_

CIVIL ACTION NO. H-09-272

**ORDER**

Before the Magistrate Judge upon referral from the District Judge is S-Bulk KS' as Claimant to the M/V SATURNUS, Motion to Vacate Arrest or Alternatively Set Security (Document No. 6). In that motion, S-Bulk KS argues that Commercial Metal Company ("CMC") lacked standing to arrest the vessel, and therefore the arrest should be vacated. In the alternative, S-Bulk KS argues that the Court set security, in accord with the provisions of Rule E(5)(a) of the Supplemental Admiralty Rules, based on the alleged damage to the cargo at issue. An evidentiary hearing was held on the foregoing motion on February 10, 2009. At that hearing, S-Bulk KS argued that a bond in the

amount of \$750,000 would provide reasonable security. CMC, in contrast, maintains that its loss is close to \$5,000,000.00, and therefore a bond in that amount is warranted.

Having considered the parties' written submissions, the evidence presented at the hearing on February 10, 2009, and the parties' argument, it is

ORDERED that S-Bulk KS's Motion to Vacate Arrest (Document No. 6) is DENIED. CMC has made a prima facie showing of an admiralty or maritime lien against the M/V SATURNUS. Despite the fact that CMC does not have possession of the Bills of Lading, CMC has made a showing that it is the contract owner of the cargo made the basis of its damage claims. It is further

ORDERED that S-Bulk KS's Alternative Motion to Set Security (Document No. 6) is GRANTED, and security is set at \$2,500,000.00. This amount covers the amount of "plaintiff's claim fairly stated," and is based on a consideration of the divergent testimony at the hearing as to the percentage of bundles damaged (from 25% to 32%), the evidence as to the percentage of the pieces damaged (approximately 2% - 3.5%), the evidence from CMC that it only sells "bundled" goods, and the evidence that the goods, even if damaged, have some salvage value.

Signed at Houston, Texas, this 11th day of February, 2009.

  
FRANCES H. STACY  
UNITED STATES MAGISTRATE JUDGE



# **Exhibit I**

<secure>SWIFT-Copy - wie telet. besprochen  
Case 1:09-cv-05280-RMB Document 1 Filed 06/05/2009 Page 56 of 56  
Von: andreas.koch@hsh-nordbank.com  
An: andreas.peschlow@oldendorff.com  
Betreff: <secure>SWIFT-Copy - wie telef. besprochen  
Priorität: Normal  
Gesendet: 04.06.2009 15:10

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SWIFT MESSAGE /

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1:F01HSHNDEHHAXXX1877609359  
2:O1031401081113BSABESBBAXXX41086680210811131401N  
3:108:JXpGX92)zq  
119:STP  
4:  
:20:5172660974238930  
:23B:CRED  
:32A:081117USD1440162,45  
:33B:USD1440162,45  
:50K:/00815172850001047409 IDB08674384  
BARNA CONSHIPPING, S.L.  
S.VICENTE POL IN 8755  
CASTELLBISBAL  
ESPANA  
:52A:BSABESBBXXX  
:53A:CHASUS33XXX -----> = JPMorgan Chase  
:59:/DE13210500001180005690  
OLDENDORFF CARRIERS GMBH AND CO KG  
ALEMANIA  
:70:INV NRS 127864-127867 M/V SATUMUS  
:71A:SHA  
--- END OF MESSAGE ---

Mit freundlichen Grüßen  
Andreas Koch

HSH Nordbank AG  
Transaction Service  
Gateway

Tel. +49 (0)40 3333-23480  
Fax +49 (0)40 3333-34180  
Mail gateway-zv@hsh-nordbank.com

-----  
-----  
HSH Nordbank AG, Sitz: Hamburg, Kiel, Handelsregister: Amtsgericht Hamburg  
HRB 87366, Amtsgericht Kiel HRB 6127 KI, Bankleitzahl: 210 500 00  
Gerhart-Hauptmann-Platz 50, 20095 Hamburg, Tel. 040-33 33-0, Fax